



DATED 20th January 2026 ~~2025~~

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

and

LETCHWORTH GARDEN CITY HERITAGE FOUNDATION

and

LETCHWORTH INVESTMENT LLP

DEED

Under Section 106 of the Town & Country Planning Act 1990
Land at Starwood House Avenue One Letchworth Garden City
Hertfordshire SG6 2HB

Legal Services
North Hertfordshire District
Council
Council Offices, Gernon Road
Letchworth Garden City
Hertfordshire SG6 3JF
(Ref: 25/01196/FP)

THIS DEED is made the 20th day of January 2025 2026

BETWEEN:

- 1 **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices
Gernon Road Letchworth Garden City Hertfordshire SG6 3JF ("the Council")
and
 - 2 **HERTFORDSHIRE COUNTY COUNCIL** of County Hall Pegs Lane
Hertford Hertfordshire SG13 8DE ("the County Council") and
 - 3 **LETCHWORTH GARDEN CITY HERITAGE
FOUNDATION** a registered society under the Co-Operative and
Community Benefit Societies Act 2014 with charitable status,
registered number 28211, whose registered office is at One Garden
City, Broadway, Letchworth Garden City, Hertfordshire, SG6 3BF
("the Owner") and
 - 4 **LETCHWORTH INVESTMENT LLP** a limited liability
partnership registered with company number OC454732 whose
registered office is at 38 Seymour Street, London, United
Kingdom, W1H 7BP ("the Developer")
- 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 Highway Authority for the purposes of the Highways
Act 1980 and the Fire and Rescue Authority for Hertfordshire.

- D The Owner is the registered freehold proprietor of the Land registered at HM Land Registry under Title Numbers HD543819 and HD566930 free from encumbrances that would prevent the Owner from entering into this Deed
- E The Developer holds an interest in the Land pursuant to the Lease.
- F On 13 May 2025 the Developer submitted the Application to the Council for Planning Permission for the Development.
- G 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:

<i>"Act"</i>	means the Town and Country Planning Act 1990 as amended
<i>"Access Works"</i>	the works comprising improvement of the existing development access onto Avenue One, to incorporate a 2.0m wide footway and 1.0m wide landscaped strip along Avenue One as indicatively shown on the Access Works Plan
<i>"Access Works Plan"</i>	KMC25034_004_Rev C as attached to this Deed
<i>"Application"</i>	means the application for detailed planning permission for the Development submitted to the Council by or on behalf of the Developer with the application plans and other materials on 13 May 2025 and allocated reference

	number 25/01196/FP
<i>"BCIS Index"</i>	means the Building Cost Information Service All-in Tender Price Index published from time to time
<i>"BCIS Regional Factor"</i>	means the Building Cost Information Service Tender Price Study by Location (Using 2000 boundaries data) for East of England
<i>"Commencement"</i>	means the carrying out by any person (which for the avoidance of doubt may or may not be a Party to this Deed or their agents or representatives) of a material operation comprised in the Development within the meaning of Section 56 of the Act save that for the purposes of this Deed only "material operation" shall not include: a. site clearance; b. demolition of existing buildings to slab level; c. archaeological investigation; d. the assessment of contamination; e. remedial action in respect of any contamination; f. diversion and laying of services; g. the erection of fencing or other means of enclosure for site security; h. the display of advertisements; i. any off-site highways works and the term Commence and Commences shall be construed accordingly

<i>“County Council Contributions”</i>	means the Fire and Rescuc Service Contribution the Travel Plan Evaluation and Support Contribution for each Unit and the Sustainable Transport Contribution
<i>“County Council Monitoring Contribution”</i>	means the sum of four hundred and twenty pounds (£420) (index-linked as hereinafter provided)
<i>“Development”</i>	means the development authorised by the Planning Permission and described as erection of two buildings including three units for Flexible Use Classes including Eg (ii) (iii), B2, B8, including servicing, parking, access, landscaping within the Application
<i>“Lease”</i>	means the lease of the Land dated 28 February 2025 made between the Owner and the Developer registered with HM Land Registry under Title Number HD631857
<i>“Fire and Rescue Service Contribution”</i>	means £26,030 (index linked as hereinafter provided) to be used towards expansion of Baldock & Letchworth Fire Station and/or provision serving the Development
<i>“Framework Travel Plan”</i>	means a framework travel plan for the Development
<i>“Highways Agreement”</i>	an agreement between the Owner and/or Developer as applicable and the County Council pursuant to section 278 and/or section 38 of the Highways Act 1980

<i>“Interest”</i>	means interest at two percent above the base lending rate of Lloyds Bank plc from time to time
<i>“Land”</i>	the land known as Starwood House Avenue One Letchworth Garden City which for identification purposes only is shown edged red on Plan 1
<i>“NPPF”</i>	means the National Planning Policy Framework issued by the Ministry of Housing, Communities and Local Government dated July 2024 or any Government issued policy statement amending or replacing the same from time to time
<i>“Occupation”</i>	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the term “Occupied” and “Occupy” shall be construed accordingly
<i>“Plan 1”</i>	means the plan attached to this Dccd and numbered Plan 1
<i>“Planning Obligations SPD”</i>	means the North Hertfordshire District Council Planning Obligations Supplementary Planning Document dated November 2006

<i>“Planning Permission”</i>	means the planning permission granted by the Council in pursuance of the Application a draft of which is attached at Schedule One
<i>“Relevant Index”</i>	In respect of the: a. Fire and Rescue Service Contribution the BCIS Index b. Sustainable Transport Contribution the SPON’s Index c. Travel Plan Evaluation and Support Contribution the RPI Index d. County Council Monitoring Contribution the RPI Index
<i>“RPI Index”</i>	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
<i>“Secretary of State”</i>	means the Secretary of State for Housing, Communities and Local Government or such other office holder who at the relevant time is the person to whom an appeal may be made under Section 78 (1) of the 1990 Act
<i>“SPON’S Index”</i>	means 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 Formula Indices (Civil Engineering) Series 2;

“Sustainable Transport Contribution”	means the sum of £37,943 (index-linked as hereinafter provided) towards the cost of the North Hertfordshire District Local Cycling and Walking Infrastructure Plan – primarily the section along Avenue One in Letchworth Garden City
“Traffic Regulation Order”	a traffic regulation order pursuant to the Road Traffic Regulation Act 1984 to facilitate the TRO Access Works
“TRO Access Works”	the works comprising improvement of the existing development access onto Avenue One, to incorporate a 2.0m wide footway and 1.0m wide landscaped strip along Avenue One as indicatively shown on the TRO Access Works Plans and the works comprising the installation of circa 65m of Double Yellow Lines opposite the proposed access as indicatively shown on the TRO Access Works Plan
“TRO Access Works Plans”	KMC25034 / 005 Rev – and KMC25034 / 006 Rev as attached to this Deed
“Travel Plan”	means the travel plan to be submitted for each Unit pursuant to the provisions of the Framework Travel Plan
“Travel Plan Annual Review”	means a data collection study reviewing and monitoring the provisions of the Travel Plan (as more fully set out therein) carried out annually in accordance with the provisions of clause 2.3(e).

	All monitoring that forms part of the Travel Plan Annual Review to be carried out in accordance with the provisions of the County Council's Travel Plan Guidance (such version current as at the date of commencement of the development)
<i>"Travel Plan Coordinator"</i>	means the person appointed by the Owner and approved by the County Council who shall be responsible for managing on behalf of the Owners the implementation monitoring progression reporting and review of the Travel Plan in order to achieve its objectives and targets
<i>"Travel Plan Evaluation and Support Contribution"</i>	means the sum of eighteen thousand pounds (£18,000)) (index linked as hereinafter provided) (being £6,000 for each Unit) as a contribution towards the cost of the County Council (1) administering and monitoring the objectives of the Travel Plan and of engaging in any Travel Plan Annual Review pursuant to the Travel Plan and (2) administering and monitoring the objectives of, or engaging in any review of, a travel plan in relation to the development pursuant to the requirements of the Planning Permission
<i>"Travel Plan Guidance"</i>	means the County Council's document entitled 'Travel Plan Guidance' (as current at the time of application) which can be found at https://www.hertfordshire.gov.uk/travelplans

<i>“Travel Plan Remedial Measures Notice”</i>	means a notice in writing served on the Owner via the Travel Plan Co-ordinator by the County Council where the Owner has failed to meet one or more of the targets identified in the Travel Plan specifying the remedial measures and/or actions required to be taken by the Owner to remedy the failed implementation towards the agreed targets with a reasonable time provision
<i>“Unit”</i>	means each unit forming part of the Development to be constructed pursuant to the Planning Permission
<i>“Working Day”</i>	means any day other than a Saturday or a Sunday or a Public Holiday

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 Developer 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 Subject to clause 3.4, 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;
- 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 Developer or the Developer not to do any act or thing includes a covenant not to permit, allow or suffer the doing of that act or thing.

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 the Developer 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 or the Developer.
- 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 and the Developer 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 and the Developer but also against the successors in title of the Owner and the Developer and any person claiming through or under the

Owner an interest or estate in the Land or any part thereof PROVIDED THAT

3.3.1 with the exception of the obligations and restrictions to be performed or complied with prior to the Occupation of the Development the owners tenants and occupiers of individual units forming part of the Development shall have no liability in respect of the obligations and restrictions contained in this Deed; and

3.3.2 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 Developer to that statutory undertaker or in respect of any casements relating to cables, pipes or other service media running under the Land nor enforceable against any highway authority which may be responsible for any public highway maintainable at the public expense

3.4 The obligations in this Deed shall be enforceable by the Council and County Council against the Developer in accordance with the terms of this Deed during the term of the Lease such that the Owner shall only be liable for the obligations in this Deed in the event that the Lease is terminated and in such circumstances the obligations in this Deed given by the Developer shall be read to be obligations given by the Owner

4. **CONDITIONALITY**

4.1 This Deed is conditional upon:

- a) the grant of the Planning Permission substantially in the form as annexed at Schedule One; and
- b) the Commencement of Development

SAVE FOR the provisions of clauses 12, 13 and 15.4 which shall come into effect

immediately upon completion of this Deed.

5. **PLANNING OBLIGATIONS**

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

5.2 The Council covenants with the Developer to perform the obligations or activities specified in Schedule Three to this Deed.

5.3 The County Council covenants with the Developer and the Council to perform the obligations or activities specified in Schedule Four 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.

7. **WAIVER**

No waiver whether expressed or implied by the Council or the County Council of any breach or default by the Developer 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 Any mortgagee or chargee of the Land will not be bound by the terms of this Deed unless it becomes a mortgagee in possession of the Land or exercises its power of

sale in relation to the Land.

- 8.2 The Developer warrants and confirms that they have obtained all necessary permissions and consents to it entering into this Deed.
- 8.3 The Owner warrants and confirms that it is the freehold owner of the Land with full power to enter into this Deed.
- 8.4 The Developer warrants and confirms that it is the leasehold owner of the Land pursuant to the Lease with full power to enter into this Deed.
- 8.5 The Owner warrants and confirms that the Land is free from all mortgages charges or other encumbrances and that no other person apart from the Developer 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**

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.

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 Developer or is otherwise withdrawn;

11. **EXPENDITURE, INTEREST AND INDEXATION**

- 11.1. Where any sum payable pursuant to Schedule Two is required to be index linked that sum shall be increased 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 Relevant Index figure for the date upon which the interim payment described below is actually paid

D is the figure specified in clause 11.2, 11.3, 11.4 or 11.5 as applicable to each contribution.

$C/D =$ is equal or greater than 1

- 11.2. The Fire and Rescue Service Contribution shall be index-linked by reference to the BCIS Index figure of Q1 2025 to the finalised figure applicable to the quarter in which the Fire and Rescue Service Contribution is paid
- 11.3. The Sustainable Transport Contribution shall be index-linked to movements in the SPON's Index of March 2024 to the date on which the Sustainable Transport Contribution is paid
- 11.4. The County Council Monitoring Contribution shall be index-linked by reference to the RPI Index figure for January 2024 to the finalised figure applicable to the month in which the County Council Monitoring Contribution is paid
- 11.5 The Travel Plan Evaluation and Support Contribution shall be index-linked by reference to the RPI Index figure of March 2014 to the finalised figure applicable to the month in which the Travel Plan Evaluation and Support Contribution is paid
- 11.6 It is further agreed by the parties that:
- 11.6.1 if prior to the receipt of the County Council Contributions the County Council incurs any expenditure in providing additional facilities the need for which arises from or in anticipation of the Development then the County Council may immediately following receipt of such contributions deduct from the County Council Contributions such expenditure incurred; and

11.6.2 where any sum to be paid by the Developer 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 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 index has been finalised.

11.7 If any payment due under this Deed to the Council by the Developer is paid late, Interest will be payable from the date payment is due to the date of payment.

11.8 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.

12. COSTS

12.1 The Developer 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 immediately upon completion.

12.2 The Developer shall pay the Council's monitoring fees of £340 immediately upon completion of this Deed.

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 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 Developer covenants with the Council and the County Council to give the Council and the County Council no less than five (5) Working Days' prior written notice of

- 15.1 to give the County Council and the Council no less than five (5) Working Days' notice of the Commencement Date such notice to be given prior to the Commencement Date in writing using the proforma set out in Schedule 5.
- 15.2 to give the County Council and the Council no less than five (5) Working Days' notice of the Occupation of the Development such notice to be in writing using the proforma set out in Schedule 5 hereto.
- 15.3 to give the County Council and the 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 5 hereto.
- 15.4 to give the Council and the County Council notice of 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.

16. SERVICE OF NOTICES AND DOCUMENTS

Any notice required or authorised to be given by any Party shall be in writing in the form of proforma set out in Schedule Five and shall contain the Application reference number 25/01196/FP and reference to the date of this Deed and shall be sufficiently given if delivered personally or sent by email or sent by recorded delivery service to the following officials/persons

The Council	Planning Control and Conservation Manager North Hertfordshire District Council Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF ref 25/01196/FP
The County Council	Hertfordshire County Council County Hall Hertford Hertfordshire SG13 8DE [ref 27872]
The Owner	One Garden City, Broadway, Letchworth Garden City, Hertfordshire, SG6 3BF
The Developer	38 Seymour Street, London, United Kingdom, W1H 7BP

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 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 PLANNING CONSENTS GRANTED PURSUANT TO S73 OF THE ACT

- 18.1 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 parties with effect from the date that the any new planning permission is granted pursuant to Section 73 of the Act (as amended):

18.1.1 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;

18.1.2 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);

18.1.3 and this Agreement shall be endorsed with the following words in respect of any future Section 73 application:

"The obligations in this Agreement 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 (i) fetter the discretion of the Council in determining any application(s) under Section 73 of the Act or (ii) fetter the discretion of the Council and/or the County Council in agreeing 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 S106 of the Act.

19 MISCELLANEOUS

19.1 Without prejudice to the Council's and the County Council's statutory rights the Developer 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 Developer two days' notice and complies with any reasonable on site health and safety requirements of the Developer during any such inspection.

19.2 At the written request of the Developer at any time after the planning obligations have been fully and satisfactorily discharged/performed, the

Council may issue the Developer with written confirmation of the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

19.3 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 and/or the County Council and/or the Secretary of State or any other competent authority.

19.4 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.

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/or the County Council who retain the right to sue and enforce any judgment against the Owner or the Developer 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
DRAFT PLANNING PERMISSION



www.north-herts.gov.uk

NORTH HERTFORDSHIRE DISTRICT COUNCIL

Town and Country Planning Act 1990

DRAFT DECISION NOTICE

Correspondence Address:

Stantec UK Limited
50/60 station road
CB1 2JH
United Kingdom

Applicant:

Letchworth Investment LLP

PARTICULARS OF DEVELOPMENT

Application:	25/01196/FP
Proposal:	Erection of two buildings including three units for Flexible Use Classes including Eg (ii) (iii), B2, B8, including servicing, parking, access, landscaping .
Location:	Starwood House, Avenue One, Letchworth Garden City, Hertfordshire, SG6 2HB
Plan Nos:	L060-CMP-SI-ZZ-DR-A-00001_PL1 L060-CMP-SI-ZZ-DR-A-00002_PL1 L060-CMP-SI-ZZ-DR-A-00005_PL1 L060-CMP-SI-ZZ-DR-A-00006_PL1 L060-CMP-SI-ZZ-DR-A-00007_PL1 L060-CMP-SI-ZZ-DR-A-00008_PL1 L060-CMP-SI-ZZ-DR-A-00010_PL1 L060-CMP-SI-ZZ-DR-A-00100_PL1 L060-CMP-SI-ZZ-DR-A-00250_PL1 L060-CMP-SI-ZZ-DR-A-00800_PL1 L060-CMP-U1-00-DR-A-01100_PL1 L060-CMP-U1-00-DR-A-01120_PL1 L060-CMP-U1-01-DR-A-01101_PL1 L060-CMP-U1-01-DR-A-01121_PL1 L060-CMP-U1-02-DR-A-01102_PL1 L060-CMP-U1-02-DR-A-01122_PL1 L060-CMP-U1-ZZ-DR-A-01250_PL1 L060-CMP-U1-RF-DR-A-01103_PL1 L060-CMP-U1-ZZ-DR-A-01200_PL1 L060-CMP-U1-ZZ-DR-A-01201_PL1 L060-CMP-U2-00-DR-A-02120_PL1 L060-CMP-U2-01-DR-A-02121_PL1 L060-CMP-U2-02-DR-A-02122_PL1 L060-CMP-U2-ZZ-DR-A-02250_PL1 L060-CMP-U3-00-DR-A-03100_PL1 L060-CMP-U3-00-DR-A-03120_PL1 L060-CMP-U3-01-DR-A-03101_PL1 L060-CMP-U3-01-DR-A-03121_PL1 L060-CMP-U3-02-DR-A-03102_PL1 L060-CMP-U3-02-DR-A-03122_PL1 L060-CMP-U3-RF-DR-A-03103_PL1 L060-CMP-U3-ZZ-DR-A-03200_PL1 L060-CMP-U3-ZZ-DR-A-03201_PL1

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 13 May 2025, subject to the following condition(s):

Biodiversity Net Gain

1. The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 is that planning permission granted for the development of land in England is deemed to have been granted subject to the condition "(the biodiversity gain condition)" that development may not begin unless:
(a) a Biodiversity Gain Plan has been submitted to the planning authority, and
(b) the planning authority has approved the plan.
The planning authority, for the purposes of determining whether to approve a Biodiversity Gain Plan if one is required in respect of this permission would be North Hertfordshire District Council.
There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always apply (<https://www.gov.uk/guidance/biodiversity-net-gain-exempt-developments>).
Based on the information available this permission is considered to be one which will require the approval of a biodiversity gain plan before development is begun because none of the statutory exemptions or transitional arrangements are considered to apply.

Planning Conditions

1. The development hereby permitted shall be begun before the expiration of 3 years from the date of this permission.

Reason: To comply with the provisions of Section 91 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 listed above.

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

3. The development shall be used under Use Classes E g(ii) (Research and development of products or processes) and (iii) (Industrial processes), B2 (General industrial), B8 (Storage or distribution), and for no other purpose (including any other purpose set out in Class E of the Schedule to the Town and Country Planning (Use Classes) 1987 as amended, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason: To ensure that the use of the development is appropriate for this location, as other uses included within Class E would not be acceptable in line with policies ETC1 and ETC3 and sections 6 and 7 of the National Planning Policy Framework.

4. The approved details of landscaping shall be carried out before the end of the first planting season following either the first occupation of any of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced during the next planting season with others of similar size and species, unless the Local Planning Authority agrees in writing to vary or dispense with this requirement.

Reason: To safeguard and enhance the appearance of the completed development and the visual amenity of the locality, and to comply with Policy NE2 of the North Hertfordshire Local Plan 2011 to 2031.

5. Prior to the first occupation / use of the development hereby permitted, provision shall be made for 20% of the car parking spaces (20 spaces) to have active provision for EV charging and the remaining 80% of the car parking spaces to have passive provision for EV charging.

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).

6. No development shall commence, save for demolition and site clearance to slab level, until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. Thereafter the construction of the development shall only be carried out in accordance with the approved Plan: The Construction Management Plan shall include details of:

- a. Construction vehicle numbers, type, routing;
- b. Access arrangements to the site;
- c. Traffic management requirements
- d. Construction and storage compounds (including areas designated for car parking, loading/ unloading and turning areas);
- e. Siting and details of wheel washing facilities;
- f. Cleaning of site entrances, site tracks and the adjacent public highway;
- g. Timing of construction activities (including delivery times and removal of waste) and to avoid school pick up/drop off times;
- h. Provision of sufficient on-site parking prior to commencement of construction activities;
- i. Post construction restoration/reinstatement of the working areas and temporary access to the public highway;

- j. where works cannot be contained wholly within the site a plan should be submitted showing the site layout on the highway including extent of hoarding, pedestrian routes and remaining road width for vehicle movements;
- k. Phasing Plan.

Reason: In order to protect highway safety and the amenity of other users of the public highway and rights of way in accordance with Policies 5, 12, 17 and 22 of Hertfordshire's Local Transport Plan (adopted 2018).

- 7. No development, save for demolition and site clearance down to slab level, 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
- 3. The programme for post investigation assessment
- 4. Provision to be made for analysis of the site investigation and recording
- 5. Provision to be made for publication and dissemination of the analysis and records of the site investigation
- 6. Provision to be made for archive deposition of the analysis and records of the site investigation
- 7. Nomination of a competent person or persons/organisation to undertake the works set out within the Archaeological Written Scheme of Investigation.

Reason: The site lies within an area where there is potential for archaeological remains and any finds should be retrieved and/or recorded before they are damaged or destroyed as a result of the development hereby permitted, in line with Policy HE4 of the Local Plan.

- 8. 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 7.

Reason: The site lies within an area where there is potential for archaeological remains and any finds should be retrieved and/or recorded before they are damaged or destroyed as a result of the development hereby permitted, in line with Policy HE4 of the Local Plan.

- 9. 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 7 and the provision made for analysis and publication where appropriate.

Reason: The site lies within an area where there is potential for archaeological remains and any finds should be retrieved and/or recorded before they are damaged or destroyed as a result of the development hereby permitted, in line with Policy HE4 of the Local Plan.

10. No development approved by this planning permission, other than demolition of the existing building on site, shall commence until a remediation strategy to deal with the risks associated with contamination of the site in respect of the development hereby permitted, has been submitted to, and approved in writing by, the local planning authority. This strategy will include the following components:
 1. A preliminary risk assessment which has identified: all previous uses, potential contaminants associated with those uses a conceptual model of the site indicating sources, pathways and receptors, potentially unacceptable risks arising from contamination at the site
 2. A site investigation scheme, based on (1) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site.
 3. The results of the site investigation and the detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
 4. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance, and arrangements for contingency action.

Any changes to these components require the written consent of the local planning authority. The scheme shall be implemented as approved.

Reason: To protect and prevent the pollution of controlled waters from potential pollutants associated with current and previous land uses in line with National Planning Policy Framework paragraphs 187,196 and 197 and relevant position statements within the Environment Agency's Approach to Groundwater Protection.

11. Prior to any part of the permitted development being brought into use, a verification report demonstrating the completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to, and approved in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met.

Reason: To protect and prevent the pollution of controlled waters from potential pollutants associated with current and previous land uses in line with National Planning Policy Framework paragraphs 187,196 and 197 and relevant position statements within the Environment Agency's Approach to Groundwater Protection.

12. The development hereby permitted shall not commence, save for demolition to slab level and site clearance works, until a monitoring and maintenance plan in respect of contamination, including a timetable of monitoring and submission of reports to the local planning authority, has been submitted to, and approved in writing by, the local planning authority. Reports as specified in the approved plan,

including details of any necessary contingency action arising from the monitoring, shall be submitted to, and approved in writing by, the local planning authority.

Reason: To protect and prevent the pollution of controlled waters from potential pollutants associated with current and previous land uses in line with National Planning Policy Framework paragraphs 187,196 and 197 and relevant position statements within the Environment Agency's Approach to Groundwater Protection.

13. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until the developer has submitted a remediation strategy detailing how this unsuspected contamination shall be dealt with and has obtained written approval from the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason: To protect and prevent the pollution of controlled waters from potential pollutants associated with current and previous land uses in line with National Planning Policy Framework paragraphs 187,196 and 197 and relevant position statements within the Environment Agency's Approach to Groundwater Protection.

14. Development, save for demolition and site clearance to slab level, shall not begin until a scheme for surface water disposal has been submitted to and approved in writing by the Local Planning Authority. No drainage systems for the infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the development does not contribute to, and is not put at unacceptable risk from or adversely affected by, unacceptable levels of water pollution caused by mobilised contaminants. This is in line with paragraph 187 of the National Planning Policy Framework and relevant position statements within the Environment Agency's Approach to Groundwater Protection.

15. Piling or other foundation or ground improvement designs using penetrative methods shall not be carried out other than with the written consent of the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure that piling or other penetrative foundation or ground improvement methods do not harm groundwater resources in line with paragraph 187 of the National Planning Policy Framework and relevant position statements within the Environment Agency's Approach to Groundwater Protection.

16. No development, save for demolition and site clearance to slab level approved by this permission shall take place until a Phase 2 investigation report, as recommended by the previously submitted TRC Companies Ltd report dated March 2025 (Ref: 631621.0000.0000), has been submitted to and approved in writing by the Local Planning Authority. Where found to be necessary by the phase 2 report a remediation strategy to deal with the risks associated with contamination of the site shall also be submitted to and approved in writing by the

Local Planning Authority. The remediation strategy shall include an options appraisal giving full details of the remediation measures required and how they are to be undertaken. The strategy shall include a plan providing details of how the remediation works shall be judged to be complete and arrangements for contingency action.

Reason: To protect human health and to ensure that no future investigation is required under Part 2A of the Environmental Protection Act 1990 and in accordance with Policy NE11 of the Local Plan.

17. Prior to the development being occupied a validation report shall be submitted and approved in writing by the Local Planning Authority to demonstrate the effectiveness of any agreed Remediation Strategy. Any such validation shall include responses to any unexpected contamination discovered during works.

Reason: To protect human health and to ensure that no future investigation is required under Part 2A of the Environmental Protection Act 1990 and in accordance with Policy NE11 of the Local Plan.

18. Any contamination that is found during the course of construction of the development permitted that was not previously identified shall be reported immediately to the local planning authority. Development on the part of the site affected shall be suspended and a risk assessment carried out and submitted to and approved in writing by the local planning authority. Where unacceptable risks are found remediation and verification schemes shall be submitted to and approved in writing by the local planning authority. These approved schemes shall be carried out before the development is resumed or continued.

Reason: To protect human health and to ensure that no future investigation is required under Part 2A of the Environmental Protection Act 1990 and in accordance with Policy NE11 of the Local Plan.

19. No development shall take place (including ground works or vegetation clearance) until a construction environmental management plan (CEMP: Biodiversity) has been submitted to and approved in writing by the local planning authority. The CEMP (Biodiversity) should be informed by the April 2025 Preliminary Ecological Appraisal and include the following.

- a) Risk assessment of potentially damaging construction activities.
- b) Identification of "biodiversity protection zones".
- c) Practical measures to avoid or reduce impacts during construction.
- d) The location and timing of sensitive works to harm to biodiversity features.
- e) Use of protective fences, exclusion barriers and warning signs.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.

Reason: To ensure development is ecologically sensitive and secures biodiversity enhancements in accordance with the North Herts Local Plan policy NE4.

20. No development, save for demolition and site clearance to slab level, shall take place until an Ecological Enhancement Plan (EEP) for the creation of new wildlife

features such as the inclusion of integrated bird/bat and bee boxes in buildings/structures, has been submitted to and approved in writing by the local planning authority.

Reason: To ensure development is ecologically sensitive and secures biodiversity enhancements in accordance with the North Herts Local Plan policy NE4.

21. The development hereby permitted shall be carried out in accordance with the proposed measures set out in Section 6.0 of the Air Quality Assessment dated April 2025 by TRC.

Reason: To ensure that the development has an acceptable impact on local air quality in accordance with Policy D4 of the North Herts Local Plan 2011 - 2031.

22. The development hereby permitted shall be carried out in accordance with the proposed measures set out in the External Lighting Assessment Report - Rev 1 - 2025.04.16 by MBA and plan no. 25020-MBA-EX-SP-DR-E-0001.

Reason: to ensure that the development has an acceptable impact in accordance with Policy D1 of the North Herts Local Plan 2011 - 2031.

23. Prior to the commencement of development, save for demolition and site clearance to slab level, construction drawings of the surface water drainage network, associated sustainable drainage components and flow control mechanisms and a construction method statement shall be submitted and agreed in writing by the local planning authority. The scheme shall then be constructed as per the agreed drawings, method statement, FRA & Drainage Strategy (Ref:40365-BGL-XX-XX-RP-D-0001 Rev: 2, dated 25/04/25) and Technical Note (Ref: 40365-BGL-XX-XX-TN-C-0002 Rev: P02, dated 07/08/25) and remain in perpetuity for the lifetime of the development unless agreed in writing by the Local Planning Authority. No alteration to the agreed drainage scheme shall occur without prior written approval from the Local Authority.

Reason: To ensure that the development achieves a high standard of sustainability and to comply with NPPF Policies of North Herts Council.

24. The development hereby approved shall not be occupied until details of the maintenance and management of the sustainable drainage scheme have been submitted to and approved in writing by the Local Planning Authority. The drainage scheme shall be implemented prior to the first occupation of the development hereby approved and thereafter managed and maintained in accordance with the approved details in perpetuity. The Local Planning Authority shall be granted access to inspect the sustainable drainage scheme for the lifetime of the development. The details of the scheme to be submitted for approval shall include:

- I. a timetable for its implementation.
- II. details of SuDS feature and connecting drainage structures and maintenance requirement for each aspect including a drawing showing where they are located.
- III. a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable

drainage scheme throughout its lifetime. This will include the name and contact details of any appointed management company.

Reason: To ensure that the development achieves a high standard of sustainability and ensure the flood risk is adequately addressed for each new dwelling and not increased in accordance with NPPF and Policies of North Herts Council.

25. Upon completion of the surface water drainage system, including any SuDS features, and prior to the first use of the development; a survey and verification report from an independent surveyor shall be submitted to and approved in writing by the Local Planning Authority. The survey and report shall demonstrate that the surface water drainage system has been constructed in accordance with the details approved pursuant to condition 23. Where necessary, details of corrective works to be carried out along with a timetable for their completion, shall be included for approval in writing by the Local Planning Authority. Any corrective works required shall be carried out in accordance with the approved timetable and subsequently re-surveyed with the findings submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the flood risk is adequately addressed, not increased and users remain safe for the lifetime of the development in accordance with NPPF and Policies of North Herts Council.

26. Development shall not commence, save for demolition and site clearance to slab level, until details and a method statement for interim and temporary drainage measures during the demolition and construction phases have been submitted to and approved in writing by the Local Planning Authority. This information shall provide full details of who will be responsible for maintaining such temporary systems and demonstrate how the site will be drained to ensure there is no increase in the off-site flows, nor any pollution, debris and sediment to any receiving watercourse or sewer system. The site works and construction phase shall thereafter be carried out in accordance with approved method statement, unless alternative measures have been subsequently approved by the Planning Authority.

Reason: To prevent flooding and pollution offsite in accordance with the NPPF

27. Prior to the first occupation / use hereby permitted the vehicular access improvements, as indicated on drawing numbers (KMC25034 / 005 (GA) Rev - or KMC25034 / 004 (GA) Rev C) or any updated plans subsequently agreed with the County Highway Authority pursuant to a Section 278 Agreement, shall be completed and thereafter retained in accordance with details/specifications to be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority,

Reason: To ensure construction of a satisfactory access and in the interests of highway safety, traffic movement and amenity in accordance with Policy 5 of Hertfordshire's Local Transport Plan (adopted 2018).

Proactive Statement:

Planning permission has been granted for this proposal. The Council acted proactively through early engagement with the applicant at the pre-application stage 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. Erection of flow control structures or any culverting of an ordinary watercourse requires consent from the appropriate authority, which in this instance is Hertfordshire Lead Local Flood Authority and the Local Council (if they have specific land drainage bylaws). It is advised to discuss proposals for any works at an early stage of proposals.

Please note if, you the Local Planning Authority review the application and decide to grant planning permission, notify the us (the Lead Local Flood Authority), by email at FRMConsultations@hertfordshire.gov.uk.

2.
 1. INFORMATIVE - Notification of intention to connect to the public sewer under S106 of the Water Industry Act Approval and consent will be required by Anglian Water, under the Water Industry Act 1991. Contact Development Services Team 0345 606 6087 Option 2.
 2. INFORMATIVE - Protection of existing assets - A public sewer is shown on record plans within the land identified for the proposed development. It appears that development proposals will affect existing public sewers. It is recommended that the applicant contacts Anglian Water Development Services Team for further advice on this matter. Building over existing public sewers will not be permitted (without agreement) from Anglian Water.
 3. INFORMATIVE - Building near to a public sewer - No building will be permitted within the statutory easement width of 3 metres from the pipeline without agreement from Anglian Water. Please contact Development Services Team on 0345 606 6087 Option 2.
4. INFORMATIVE: The developer should note that the site drainage details submitted have not been approved for the purposes of adoption. If the developer wishes to have the sewers included in a sewer adoption agreement with Anglian Water (under Sections 104 of the Water Industry Act 1991), they should contact our Development Services Team on 0345 606 6087 Option 2 at the earliest opportunity. Sewers intended for adoption should be designed and constructed in accordance with Sewers for Adoption guide for developers, as supplemented by Anglian Water's requirements.

3. AN1) Extent of Highway: Information on obtaining the extent of public highway around the site can be obtained from the HCC website:
www.hertfordshire.gov.uk/services/highways-roads-and-pavements/changes-to-your-road/extent-of-highways.aspx

AN2) Storage of materials: The applicant is advised that the storage of materials associated with the construction of this development should be provided within the site on land which is not public highway, and the use of such areas must not interfere with the public highway. If this is not possible, authorisation should be sought from the Highway Authority before construction works commence.

Further information is available via the County Council website at:
<https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/business-and-developer-information/business-licences/business-licences.aspx> or by telephoning 0300 1234047.

AN3) Obstruction of highway: It is an offence under section 137 of the Highways Act 1980 for any person, without lawful authority or excuse, in any way to wilfully obstruct the free passage along a highway or public right of way. If this development is likely to result in the public highway or public right of way network becoming routinely blocked (fully or partly) the applicant must contact the Highway Authority to obtain their permission and requirements before construction works commence. Further information is available via the County Council website at:

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

AN4) Debris and deposits on the highway: It is an offence under section 148 of the Highways Act 1980 to deposit compost, dung or other material for dressing land, or any rubbish on a made up carriageway, or any or other debris on a highway to the interruption of any highway user. Section 149 of the same Act gives the Highway Authority powers to remove such material at the expense of the party responsible. Therefore, best practical means shall be taken at all times to ensure that all vehicles leaving the site during construction of the development and use thereafter are in a condition such as not to emit dust or deposit mud, slurry or other debris on the highway. Further information is available by telephoning 0300 1234047.

AN5) 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.

AN6) 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>

AN7) Street works licence (New Roads and Street Works Act - Section 50): The applicant is advised that they are not authorised to carry out any work within the Public Highway and that to do so they will need to enter into a legal agreement with the Highway Authority (NRSW agreement). This consent is separate and additional to any planning permission that may be given. Before proceeding with the proposed development, the applicant shall obtain the requirements and permission for the associated placement of apparatus within the adjacent highway as part of the proposal via the

County Council's website at:

<https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/business-and-developer-information/permit-scheme/east-of-england-permit-scheme.aspx> or by telephoning 0300 1234 40047.

This should be carried out prior to any new apparatus is placed within the highway.

AN8) Abnormal loads and importation of construction equipment (i.e. large loads with: a width greater than 2.9m; rigid length of more than 18.65m or weight of 44,000kg - commonly applicable to cranes, piling machines etc.): The applicant is directed to ensure that operators conform to the provisions of The Road Vehicles (Authorisation of Special Types) (General) Order 2003 in ensuring

that the Highway Authority is provided with notice of such movements, and that appropriate indemnity is offered to the Highway Authority. Further information is available via the Government website www.gov.uk/government/publications/abnormal-load-movements-application-and-notification-forms or by telephoning 0300 1234047.

AN9) Travel Plan (TP): A TP, in accordance with the provisions as laid out in Hertfordshire County Council's Travel Plan Guidance, would be required to be in place from the first occupation/use until 5 years post occupation/use. A £1,200 per annum (overall sum of £6000 and index-linked RPI March 2014) Evaluation and Support Fee would need to be secured via a Section 106 agreement towards supporting the implementation, processing and monitoring of the full travel plan including any engagement that may be needed. Further information is available via 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> OR by emailing travelplans@hertfordshire.gov.uk

4. In respect of the two approved access plans, Proposed Access KMC25034 / 005 (GA) and Proposed Access KMC25034 / 004 Rev C(GA), the decision on which access plan is to be implemented on site is reliant on the provisions set out in the Section 106 agreement in relation to the Traffic Regulation Order (TRO).

Signed:



Shaun Greaves
Development and Conservation Manager

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

Date: XXXXXXXXX

The Council's Privacy Notice is available on our website: <https://www.north-herts.gov.uk/meet-the-council-data-and-decision-making-magazine>

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 £298 per request or £86 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 (LPA) 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.

However, if an enforcement notice has been served for the same or very similar development the time limit is 28 days from the date of the LPA decision or 28 days from the date the enforcement notice was served.

Appeals can be made online at: <https://www.gov.uk/appeal-planning-decision>
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.

Consent for these works may be required from the Letchworth Garden City Heritage Foundation (www.leitchworth.com/heritage-foundation) under the Scheme of Management or leasehold covenants. If you do not already have their approval, you are advised to contact the Heritage Foundation on home@leitchworth.com or 01462 476017 to confirm whether you also need to submit an application to them.

SCHEDULE TWO
DEVELOPER'S COVENANTS TO THE COUNTY COUNCIL

1. The Developer covenants with the County Council:

- 1.1. to pay the County Council Contributions to the County Council prior to Commencement of the Development; and
- 1.2. not to cause or permit the Commencement of the Development until it has paid the County Council Contributions to the County Council in accordance with paragraph 1.1 above.
- 1.3. To pay the County Council 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
- 1.4. Not to Commence nor cause nor permit Commencement until the County Council Monitoring Contribution has been paid to the County Council in accordance with paragraph 1.3 of this Schedule

2. Travel Plan

- 2.1. Prior to first Occupation of the Development
 - 2.1.1. To submit a draft Framework Travel Plan for written approval to the County Council and obtain such approval
 - 2.1.2. To nominate a Travel Plan Coordinator for written approval of the County Council and obtain such approval and such nomination shall include contact details for the proposed Travel Plan Coordinator and the nature of their relationship to the Owner
- 2.2. Not to Occupy nor cause nor permit Occupation of the Development until the Framework Travel Plan has been submitted to and approved by the County Council.

2.3. In relation to each Unit:

- a) Prior to first Occupation of each Unit to submit a draft Travel Plan for that Unit for written approval to the County Council and obtain such approval
- b) Not to Occupy nor cause nor permit Occupation of the relevant Unit until the Travel Plan for that Unit has been submitted to and approved by the County Council.
- c) to carry out baseline surveys against the Framework Travel Plan and submit an updated Travel Plan for the respective Unit to the County Council to be approved, including amended targets where relevant, within 3 months of first Occupation of the Unit.

2.4. To at all times during Occupation of the Development:

- a) comply with the terms of the Travel Plan for each Unit including but not limited to implementing any actions by the specified dates in the Travel Plan for that Unit.
- b) promote and publicise the agreed Travel Plan to occupiers and visitors to the Development.
- c) implement the Travel Plan by the dates or within the time limits set out in the "Action Plan" section of the Travel Plan
- d) carry out the Travel Plan Annual Review annually on the corresponding calendar month for a period of 5 years commencing one year after the Baseline Survey Collection Date and submit a written report setting out the findings of such review to the County Council within three (3) calendar months from the date of each Travel Plan Annual Review such report shall include (but shall not be limited to) recommendations for amendments or improvements to the approved Travel Plan whether or not the objectives of the Travel Plan have been achieved.
- e) comply with any variations or amendments to the Travel Plan permitted by this Deed which shall in addition include any reasonable amendments or improvements required by the County Council following review of the report submitted in subparagraph (e) above and notified in writing to the Owner within three (3) calendar months from the date of receipt of such report.

- f) The Owner will in relation to the Land include in any transfer lease or licence of any part or parts of the Land a covenant that the purchaser or tenant or licensee will comply with paragraph 2.3 and 2.4 of this Schedule and the approved Travel Plan for such part or parts of the Land once it has been approved by the County Council and further that it will use all reasonable endeavours to enforce such obligation against any such tenant or occupier
- g) Within twenty (20) Working Days of the transfer letting or licensing of the Land or any part or parts thereof it will procure the delivery to the County Council of a notice giving the following details
 - i. the name and address of the purchaser tenant and/or licensee;
 - ii. a description of the premises transferred demised or licensed;
 - iii. the length of the term; and
 - iv. a sufficient extract of the transfer lease or licence setting out the terms of the covenant expressed in favour of the County Council in relation to the Travel Plan.

2.5. If a Travel Plan Remedial Measures Notice is served upon the Owner by the County Council the Owner shall carry out the measures and actions specified in the Travel Plan Remedial Measures Notice in accordance with the timescales set out within it.

2.6. If in the reasonable opinion of the County Council the Owner has failed to comply with the Travel Plan Remedial Measures Notice within the timescales specified therein the Owner acknowledges that they will be in breach of this Deed and that the County Council may take such further action in respect of that breach or breaches as it considers appropriate without further recourse to the Owner.

3. Traffic Regulation Order

3.1 Prior to the Commencement of Development to apply to the County Council to make the Traffic Regulation Order PROVIDED THAT for the avoidance of doubt the Developer shall pay such reasonably and properly incurred costs incurred by the County Council in association with the making of the Traffic Regulation Order.

3.2 To either:

3.2.1 In the event the Traffic Regulation Order is confirmed to enter into a Highways Agreement in respect of the TRO Access Works and to complete the TRO Access Works prior to Occupation of the Development; or

3.2.2 In the event the Traffic Regulation Order is not confirmed to enter into a Highways Agreement in respect of the Access Works and to complete the Access Works prior to Occupation of the Development.

SCHEDULE THREE

COUNCIL'S COVENANTS

- 1 At the written request of the Developer 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.

SCHEDULE FOUR

COUNTY COUNCIL'S COVENANTS

1. The County Council hereby covenants with the Owner and the Developer to use all sums received from the Owner or Developer (as applicable) under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid
2. The County Council covenants with the Owner and Developer following receipt of a written request (limited to three occasions per year) from the Owner or Developer, to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed and upon receipt by the County Council of its reasonable costs of doing so;
3. The County Council further covenants with the Owner and Developer that it will pay to the Owner or Developer (as applicable) a sum, equal to the amount of any payment made by the Owner or Developer (as applicable) to the County 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 County Council of notice of completion of the Development pursuant to clause 15.3 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 County Council PROVIDED THAT the County Council shall apply any unexpended sum only to a suitable provision serving the development and in full compliance with Regulation 122 of the CIL Regulations 2010;
4. In the event that a Travel Plan is approved by the County Council pursuant to Schedule Two paragraph 2.3 in relation to multiple Units such that the County Council does not require the total Travel Plan Evaluation and Support Contribution the County Council will return such part of the Travel Plan Evaluation and Support Contribution to the paying Party upon receipt of a written request once all of the Units are Occupied.

SCHEDULE FIVE

PROFORMA

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106

AGREEMENT

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE

HCC LEGAL REFERENCE 27872

SITE ADDRESS
.....
.....

..... SITE OWNER

DETAILS

Name

Contact name

Address
.....
.....

..... Telephone nos.

Main

Mobile

Email

EVENTS BEING NOTIFIED

Commencement Date – date :

Occupation of Development (Number if relevant) – date:

Completion of Development – date:

COMPLIANCE WITH OBLIGATION(S)

Schedule Paragraph

Details of obligation and compliance

PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
(Example) Fire Rescue Service	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) The County Secretary
Hertfordshire County
Council County Hall,
Pegs Lane
Hertford
Hertfordshire
SG13 8DE

(Ref: LEGAL 27872)

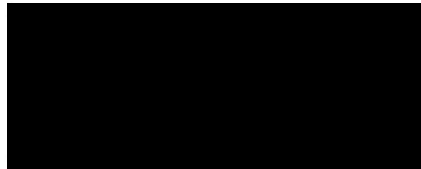
- b) To Planning Control and Conservation Manager North Hertfordshire District
Council Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF(
X)

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

EXECUTED under the Common
Seal of **NORTH**

**HERTFORDSHIRE DISTRICT
COUNCIL**

in the presence of:



Duly Authorised Officer



EXECUTED under the Common Seal of
HERTFORDSHIRE COUNTY COUNCIL

in the presence of:



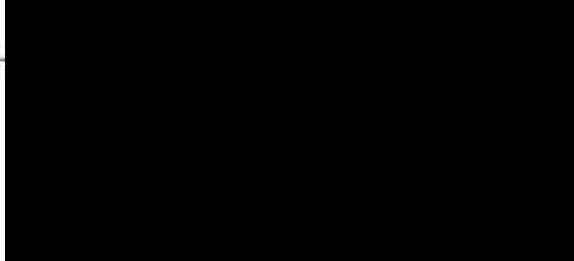
~~Chief Legal Officer~~ Assistant Chief Legal Officer

Victoria Wilders
Assistant Chief Legal Officer



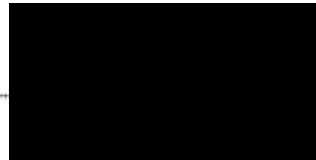


Executed (but not delivered until the date first before written) as
a deed by affixing the common seal of
**LETCHWORTH GARDEN CITY HERITAGE
FOUNDATION** In the presence of



Trustee / Secretary

Executed as a DEED by)
LETCHWORTH INVESTMENT LLP)
acting by Paul Richings
duly authorised by **BRIDGES
PROPERTY ALTERNATIVES FUND
VI (GENERAL PARTNER) LLP**
to sign on its behalf as a member of
LETCHWORTH INVESTMENT LLP



In the presence of a witness

Witness Signature



Witness Name:

Justa Graziule

Witness Address:

c/o 38 Seymour
Street London
W1K 7BP

Witness

Occupation:

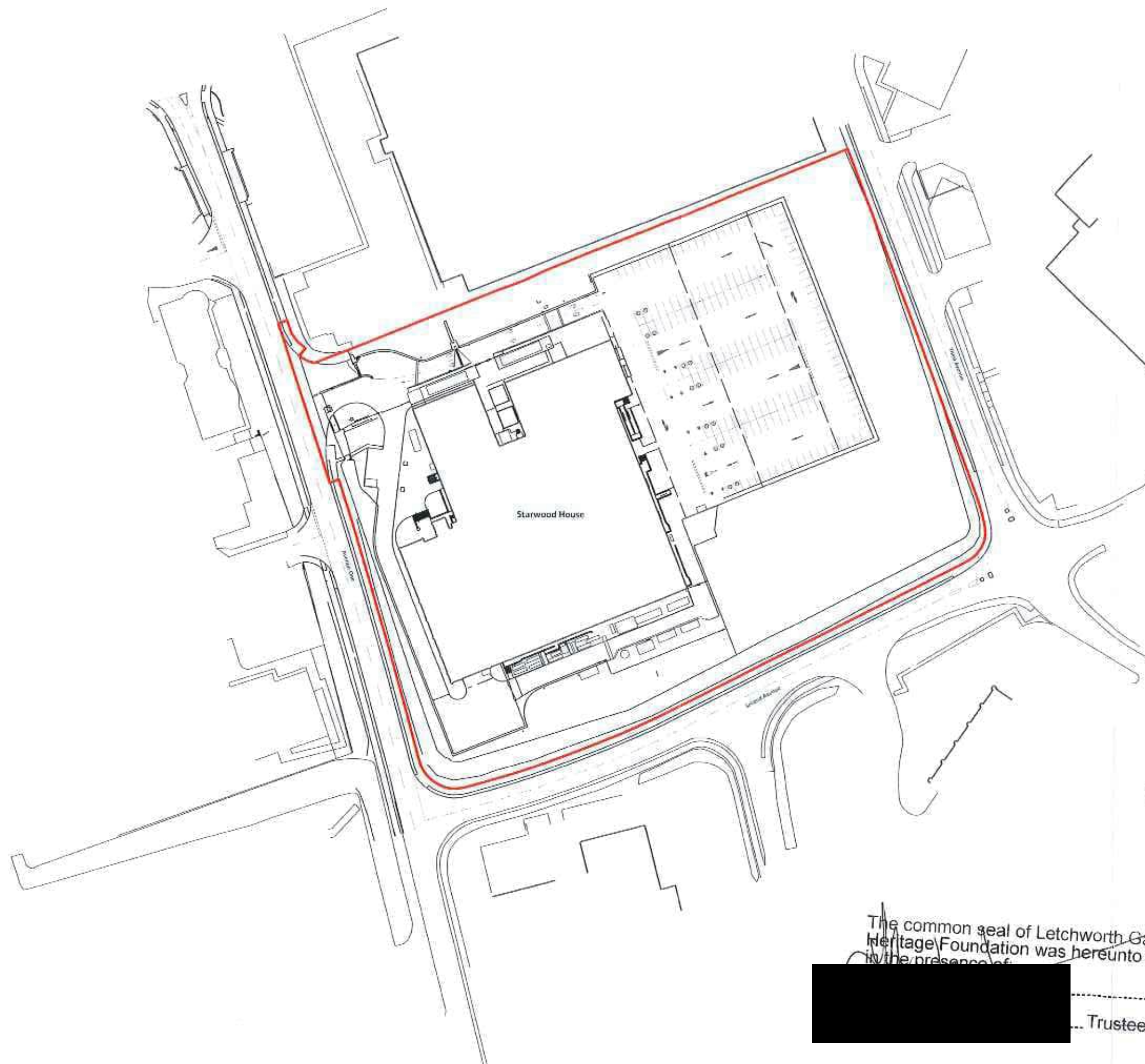
Solicitor

PLAN 1 - LAND



Based on Ordnance and topographical
measured survey.
Ordnance Survey Licence Number:
100022432
Topographical & measured building
survey prepared by Terrain Surveys,
Drawing Number:
TS25-173-T-1-20
Tree survey prepared by: Aspect
Ecology,
Drawing Number: 12296 PAIA 01, 12296
TCP 01 & 12296 TS 01

Application Boundary



Duly Authorised Officer

Planning

CMP
Architects



Project
Avenue One, Letchworth

Title
Site Location Plan

Scale (2 A3) 1:1250/PA3 Date 25.04.2025 Revision PL1

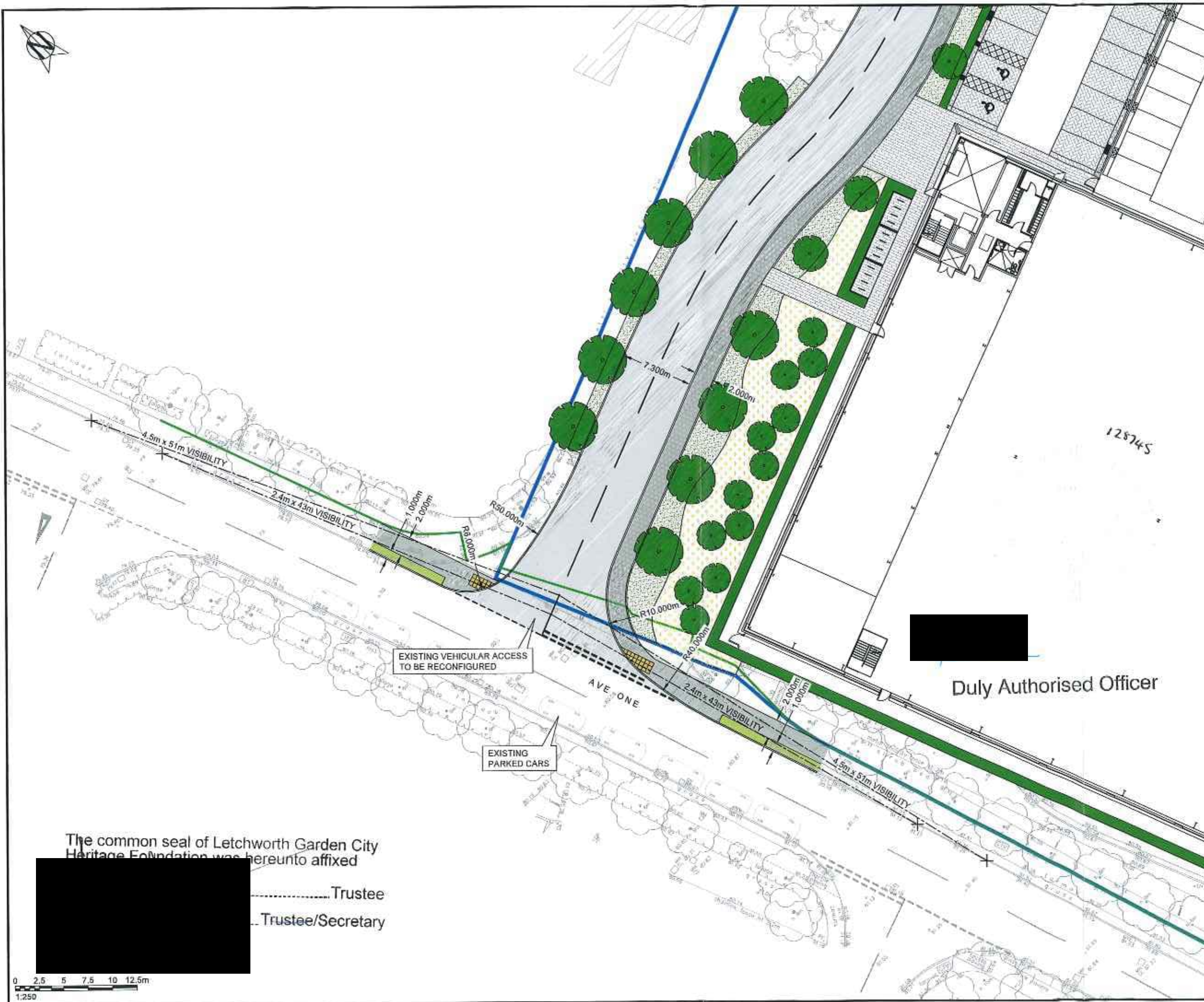
Drawing
L060-CMP-SI-ZZ-DR-A-00001

This drawing is the property of CMP Architects and is not to be used for any other purpose without the written consent of CMP Architects. It is to be used only for the purpose for which it was prepared and is not to be used for any other purpose without the written consent of CMP Architects. It is to be used only for the purpose for which it was prepared and is not to be used for any other purpose without the written consent of CMP Architects.

The common seal of Letchworth Garden City
Heritage Foundation was hereunto affixed
in the presence of

Trustee
Trustee/Secretary

ACCESS WORKS PLAN



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2. All dimensions to be checked on site.
3. Do not scale from this drawing; only figured dimensions are to be worked from.
4. Any discrepancies must be reported immediately before proceeding.
5. This drawing to be read & printed in colour.

	HIGHWAY BOUNDARY
	SITE BOUNDARY

11	06/06/2016	1. Auto-joining module	SW	116	100%
12	24/04/2016	2. Auto-join & membership module	SW	114	100%
13	03/04/2016	3. Web portal module	SW	112	100%
REV	DATE	DESCRIPTION	CRM	CIND	ATTN

Issue Status

☐ CONCEPT	☐ CONSTRUCTION
☒ PRELIMINARY	☐ AS BUILT
☐ TENDER	☐ HAS FILE ISSUE

Project	Starwood House, Letchworth Garden City
---------	--

Scale 1:250	Drawn DW	Checked DS
	Approved KMcM	Date 28.03.2025

Drawing Ref	Rev
KMC25034 / 004 (GA)	C



kmc
transport planning

.....Trustee
.....Trustee/Secretary

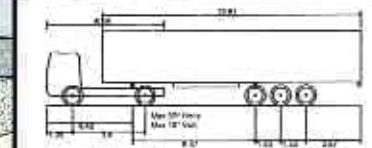
The common seal of Letchworth Garden City
Heritage Foundation was hereunto affixed

Trustee
Trustee/Secretary

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FTA DESIGN ARTICULATED VEHICLE (1998)



Overall Length 16.480m
Overall Width 2.550m
Overall Body Height 3.870m
Min Body Ground Clearance 0.515m
Max Track Width 2.470m
Lock to Lock Time 3.00s
Kerb to Kerb Turning Radius 6.550m

FORWARD MOVEMENTS
(design speed - 5kph)

REVERSE MOVEMENTS
(design speed - 2.5kph)

REV	DATE	DESCRIPTION	BY	CHKD	APPD
1	24.04.2025	Traffic planning revised	DW	DS	KMcM
2	24.04.2025	Site layout & boundaries updated	DW	DS	KMcM
3	28.03.2025	Final design	DW	DS	KMcM

☐ CONCEPT	☐ CONSTRUCTION
☒ PRELIMINARY	☐ AS BUILT
☐ TENDER	☐ HAS FILE ISSUE

Client
Letchworth Investment LLP

Project
Starwood House, Letchworth Garden City

Drawing Title
Proposed Site Access
Sheet 2 of 2: Vehicular Swept Paths Analysis

Scale: A2 1:250	Drawn Apr 2025 KMcM	Checked DS	Date 28.03.2025
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Drawing Ref
KMC25034 / 004 (TR)

Rev
C

kmc
transport planning

Duly Authorised Officer

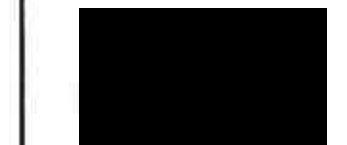
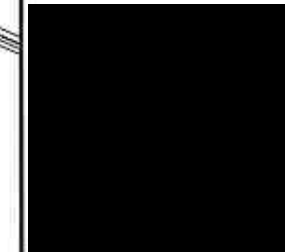
TRO ACCESS WORKS PLANS



- NOTES:**
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 2. All dimensions to be checked on site.
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 4. Any discrepancies must be reported immediately before proceeding.
 5. This drawing to be read & printed in colour.

KEY:

	HIGHWAY BOUNDARY
	SITE BOUNDARY



Duly Authorised Officer

REV	DATE	DESCRIPTION	DRN	CHKD	APPD
Issue Status					
☐	CONCEPT	☐	CONSTRUCTION		
☒	PRELIMINARY	☐	AS BUILT		
☐	TENDER	☐	H&B FILE ISSUE		

Client:
Letchworth Investment LLP

Project:
Starwood House, Letchworth Garden City

Drawing Title:
Proposed Site Access
Sheet 1 of 2: General Arrangement

Scale @ A2 1:250	Drawn DW	Chk'd SM
	App'd KMcM	Date 28.08.2025

Drawing Ref:
KMC25034 / 005 (GA)

kmc
transport planning

The common seal of Letchworth Garden City
Heretofore by Statute Law made obligatory
hereunto affixed

..... Trustee

..... Trustee/Secretary

0 2.5 5 7.5 10 12.5m
1:250



The common seal of Letchworth Garden City
Heritage Foundation was hereunto affixed
in the presence of:

Trustee

Trustee/Secretary

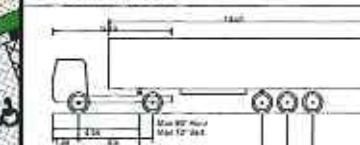
Duly Authorised Officer

0 2.5 5 7.5 10 12.5m
1:250

NOTES:

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3. Do not scale from this drawing; only figured dimensions are to be worked from.
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FTA DESIGN ARTICULATED VEHICLE (1998)



Overall Length 16.480m
Overall Width 2.550m
Overall Body Height 3.870m
Min Body Ground Clearance 0.515m
Max Track Width 2.470m
Lock to Lock Time 3.00s
Kerb to Kerb Turning Radius 6.550m

FORWARD MOVEMENTS
(design speed - 5kph)
REVERSE MOVEMENTS
(design speed - 2.5kph)

REV	DATE	DESCRIPTION	DRN	CHKD	APPD
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Issue Status
☐ CONCEPT
☐ PRELIMINARY
☐ TENDER
☐ CONSTRUCTION
☐ AS BUILT
☐ HAS FILE ISSUE

Client
Letchworth Investment LLP

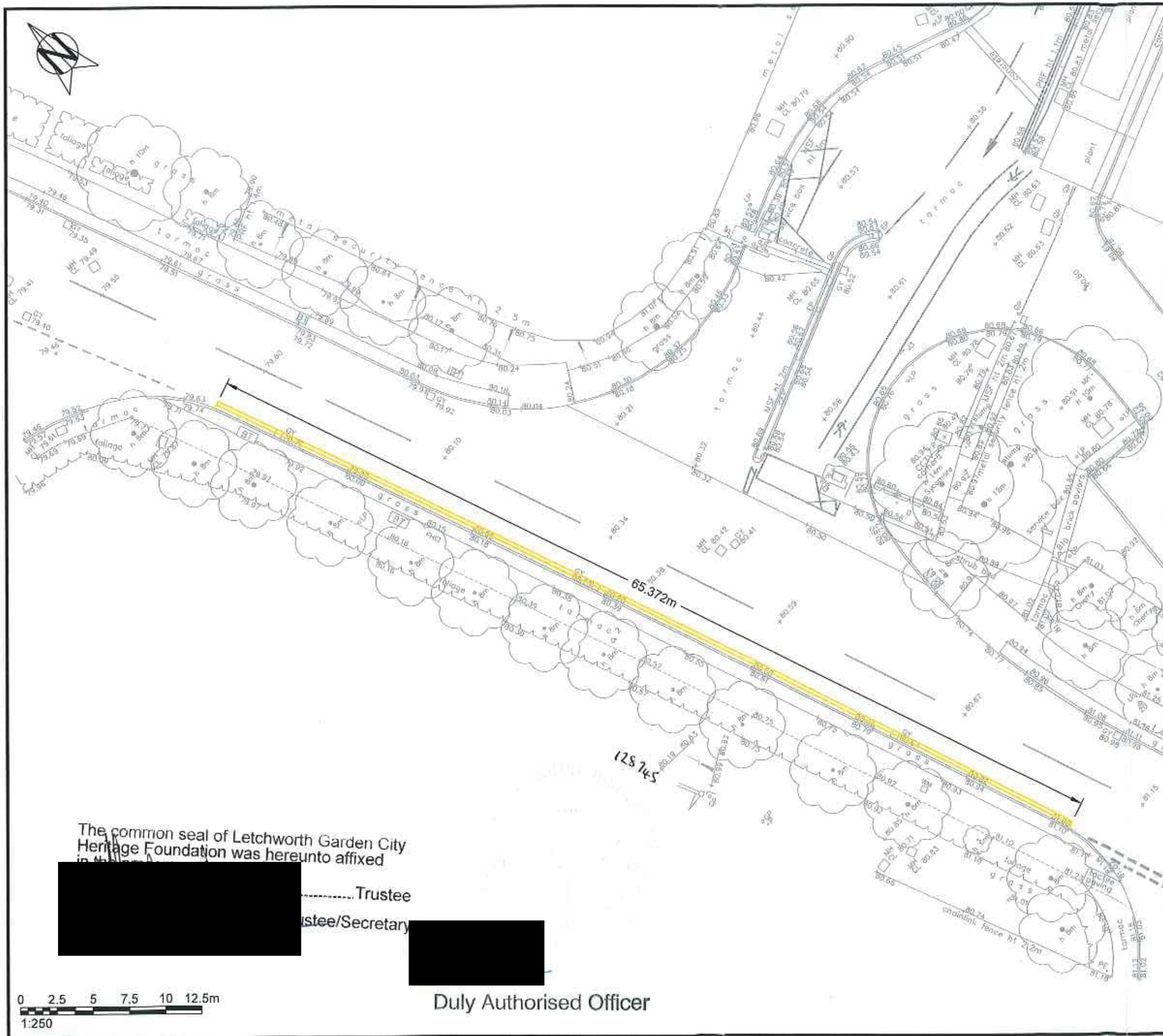
Project
Starwood House, Letchworth Garden City

Drawing Title
Proposed Site Access
Sheet 2 of 2: Vehicular Swept Paths Analysis

Scale @ A2: 1:250
Dwn DW Chd SM
Appd KMcM Date: 28.08.2025

Drawing Ref: KMC25034 / 005 (TR)
Rev

kmc
transport planning



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REV	DATE	DESCRIPTION	DRN	CHKD	APRD

Issue Status

☐ CONCEPT	☐ CONSTRUCTION
☒ PRELIMINARY	☐ AS BUILT
☐ TENDER	☐ H&S FILE ISSUE

Client
Letchworth Investment LLP

Project
Starwood House, Letchworth Garden City

Drawing Title
Proposed Double Yellow Lines

Scale @ A3 1:250	Drwn DW	Chkd SM
	Aprd KMCM	Date 28.08.2025

Drawing Ref KMC25034 / 006	Rev

