DATED 27th September **2019**

BY

UPTEL LIMITED
MICHAEL DAVID BROWN and PAULA JEAN BROWN
M.W. TRUSTEES LIMITED
GRAHAM ANGUS HONE
MICHAEL COLLINS
MICHAEL COLLINS and ANNE CHRISTINE COLLINS
ERIC GEORGE JOYCE and JENNIFER JOYCE
JENNY JOYCE
COMPLETE INDUSTRIAL AND COMMERCIAL SERVICES LIMITED
MICHAEL JOHN WOODS and ROSEMARIE ELLEN WOODS

and

HANOVER RED GROUP LIMITED

IN FAVOUR OF

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

UNILATERAL UNDERTAKING

Under Section 106 of the Town & Country Planning Act 1990
Land at south of 1A Lower Gower Road, Royston, Hertfordshire SG8 5EA

We hereby certify this to be a true copy of the original

[redacted]

SA Law LLP
Gladstone Place
36-38 Upper Marlborough Road
St Albans, Herts AL1 3UU

Legal Services
North Hertfordshire District Council
Council Offices, Gernon Road
Letchworth Garden City
Hertfordshire SG6 3JF
(Ref: 17/04419/FP/LL13799)

THIS UNILATERAL UNDERTAKING is made as a deed on the 27th day of September 2019

BY

1 **UPTEL LIMITED** (Co. Regn. No. 06018232) whose registered office is at the Bull, 21 Newbiggin Street, Thaxted Essex, CM6 2QS, **MICHAEL DAVID BROWN and PAULA JEAN BROWN** of 21 Newbiggen Street, Thaxted, Dunmow, Essex, CM6 2QS, **M.W. TRUSTEEES LIMITED** as trustee of Angus Hone Trust SIPP(Co. Regn. No. 02630203) whose registered office is 1 New Walk Place, Leicester, LE1 6RU and **GRAHAM ANGUS HONE** as trustee of Angus Hone Trust SIPP of Old Farm, Lower Road Croydon, Royston, SG8 6HE, **MICHAEL COLLINS** of Riverside Farm, Kilmactigue, Alcare, Co Silgo, F91 W9V6, Ireland, **MICHAEL COLLINS and ANNE CHRISTINE COLLINS**of 92 Melbourn Road, Royston, SG8 7DG, **ERIC GEORGE JOYCE and JENNIFER JOYCE** of 26 Garden Walk, Royston, SG8 7HT, **JENNY JOYCE** of 26 Garden Walk, Royston, SG8 7HT,**COMPLETE INDUSTRIAL AND COMMERCIAL SERVICES LIMITED**(Co. Regn. No. 02455388) whose registered office is 3 Lower Gower Road, Royston, SG8 5EAand **MICHAEL JOHN WOODS and ROSEMARIE ELLEN WOODS** of 2 & 3 Lower Gower Royston, Hertfordshire ("hereinafter collectively known as the Owner") and

2 **HANOVER RED GROUP LIMITED** (Co. Regn. No. ~~10348611~~ 11401121 [redacted] whose registered office is at ~~56~~ 57 Elwill Way, Beckenham BR3 6RY [redacted] ("the Developer")

IN FAVOUR OF

3 **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices, Gernon Road, Letchworth Garden City, Hertfordshire SG6 3JF ("the Council") and

4 **HERTFORDSHIRE COUNTY COUNCIL** of County Hall Pegs Lane Hertford Hertfordshire SG13 8DE ("the County Council")

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 and the Libraries Authority for Hertfordshire.

D The Owner is the registered freehold proprietor of the Land registered at HM Land Registry under Title Numbers HD257473, HD383815, HD238011, HD375863, HD219489, HD204698, HD258100, HD239334, HD250119 and free from encumbrances that would prevent the Owner from entering into this Deed.

E On 16 February 2018 the Developer submitted the Application to the Council for Planning Permission for the Development and is proposing to carry out the Development.

F This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required in order to enable the Development to go ahead.

OPERATIVE PROVISIONS:

WORDS AND EXPRESSIONS

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

"Act"

means the Town and Country Planning Act 1990 as amended;

"Affordable Housing"

means subsidised housing within the definition of affordable housing contained in Annex 2 of the NPPF (or any subsequent replacement or

modification thereof) that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

"Affordable Housing Land"

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

"Affordable Housing Provider"

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

"Affordable Housing Units"

means those Dwellings permitted as part of the Development which are to be provided as Affordable Housing to Qualifying Persons in accordance with paragraphs 1 and 2 of Part I of Schedule Two;

"Application"

means the application for detailed planning permission for the Development submitted to the Council by the Developer with the application plans and other materials on 16 November 2018 and allocated reference number 17/04419/FP;

"Chargee"

means any mortgagee or chargee of the Owner or Affordable Housing Provider or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;

"Commencement"

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

a. site clearance;

b. demolition of existing buildings;

c. archaeological investigation;

d. the assessment of contamination;

e. site survey works;

f. remedial action in respect of any contamination;

g. diversion and laying of services;

h. the erection of fencing or other means of enclosure for site security;

i. the display of advertisements;

j. any off-site highways works

and the term Commence and Commences shall be construed accordingly;

"County Council Contributions"

means together the Libraries Contribution, the Middle Education Contribution and the Youth Contribution;

"Development"

means the development authorised by the Planning Permission and described as demolition of existing buildings to facilitate the erection of 16 residential dwellings with associated access, parking, landscaping and amenity (design amended 16/11/2018) within the Application;

"Disposal"

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

"District Council Contributions"

means together the Waste Collection and Recycling Contribution;

"Dwellings"

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

"Fire and Rescue Service"

means that part of the County Council known as the Hertfordshire Fire and Rescue Service;

"Homes England"

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

"Index Linked"

means that for County Council Contributions such sum shall be index-linked by reference to the Tender Price Index of Public Sector Non Housing (PUBSEC) Smoothed All-In Index as published by the Building Cost Information Service from a base figure of 175 to the finalised figure applicable to the quarter in which the contribution is paid in accordance with **clause 11.1** and

means for District Council Contributions such sum shall be index linked by reference to the Office of National Statistics Index of Monthly Retail Prices Information (RPI) in accordance with **clause 11.2**

"Interest"

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

"Land"

the land known as land south of 1A Lower Gower Road, Royston, Hertfordshire, SG8 5EA which for identification purposes only is shown edged red on Plan 1;

"Libraries Contribution"

means the sum of three thousand two hundred and fifty-eight pounds (£3,258) calculated in accordance with paragraph 4.3 of Part II of Schedule Two (Index Linked) which shall be applied towards the cost of the reconfiguration of the children's and teenage area in Royston library to create a more effective layout with new flexible shelving;

"Local Connection"

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

(i) has been continuously resident by choice in the district for the last 12 months; or

(ii) has been resident, by choice, in the district for 3 out of the last 5 years; or

(iii) is a member or former member of the Armed Forces or a bereaved spouse or civil partner; or

(iv) has an immediate family member (this would normally be their mother, father, brother, sister, or adult child) resident in the district. Their residency must be by choice and have been so for a minimum of 5 years; or

(v) has employment in the district; or

(vi) is a former asylum seeker who has occupied accommodation provided by NASS in the district; or

(vii) is accepted as owed a main housing duty by the Council under section 193(2) of the Housing Act 1996; or

(viii) care leavers originating from the district or who meet the agreed criteria set out in the Hertfordshire Joint Housing Protocol; or

(ix) has another special reason why they need to live in the district.

"Management Body"

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

"Middle Education Contribution"

means the sum of twenty-two thousand and eighty-six pounds (£22,086) calculated in accordance with paragraph 4.3 of Part II of Schedule Two (Index Linked) which shall be applied towards the expansion of Greenway middle school from 5 forms of entry to 6 forms of entry;

"Nominations Request Form"

means the nominations request form (Annex D to the 2014 – 2018 North Hertfordshire Housing Association Partnership Agreement) or such variations thereof as are approved by the Council;

"NPPF"

means the National Planning Policy Framework issued by the Department for Communities and Local Government dated July 2018 or any Government issued policy statement amending or replacing the same from time to time;

"Occupation"

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or

decoration or occupation for marketing or display or occupation in relation to security operations and the term "Occupied" and "Occupy" shall be construed accordingly;

"Open Market Dwelling"

means a Dwelling constructed on the Land as part of the Development which is not an Affordable Housing Unit;

"Plan 1"

means the plan attached to this Deed and numbered Plan 1;

"Planning Obligations SPD"

means the North Hertfordshire District Council Planning Obligations Supplementary Planning Document dated November 2006;

"Planning Permission"

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

"Qualifying Person"

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

(i) in the case of an Affordable Rented Unit a person accepted on to the North Hertfordshire Common Housing Register (from time to time) in accordance with the North Hertfordshire Housing Partnership Common Housing Allocation Scheme 2013 (or any successor scheme approved in writing by the Council); and

(ii) in the case of a Shared Ownership Unit, a person who meets the eligibility criteria for shared ownership housing set by the Government from time to time and who is approved by the relevant Help to Buy Agency appointed by Homes England for the area in which the Shared Ownership Unit is located

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

"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

"Social Rented Unit"

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

"Waste Collection and Recycling Contribution"

means the sum of one thousand, one hundred and thirty-six pounds (£1,136.00) calculated at £71.00 per dwelling house Index Linked which shall be applied towards the cost of providing waste collection and recycling facilities serving the Development;

"Water Scheme"

means either the proposal prepared by or approved by the water undertaker for the area pursuant to the Water Industry Act 1991 to provide mains water services for the Development whether by means of new mains or extension to or diversion of existing services or apparatus or where existing water services are to be used it shall mean the details of the Dwellings and the water supply to them which shall be provided by the Owner for the written approval of the Service prior to Commencement of the construction of any Dwellings to be constructed as part of the Development;

"Working Day"

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

"Youth Contribution"

means the sum of six hundred and ninety-six pounds (£696) calculated in accordance with paragraph 4.3 of Part II of Schedule Two (Index Linked)which shall be applied towards updating of facilities at Meridian (or its re-provision) to support the delivery of the youth work curriculum programme.

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 subject to clause 5.2 where a Party includes more than one person any obligations of that Party shall be joint and several;

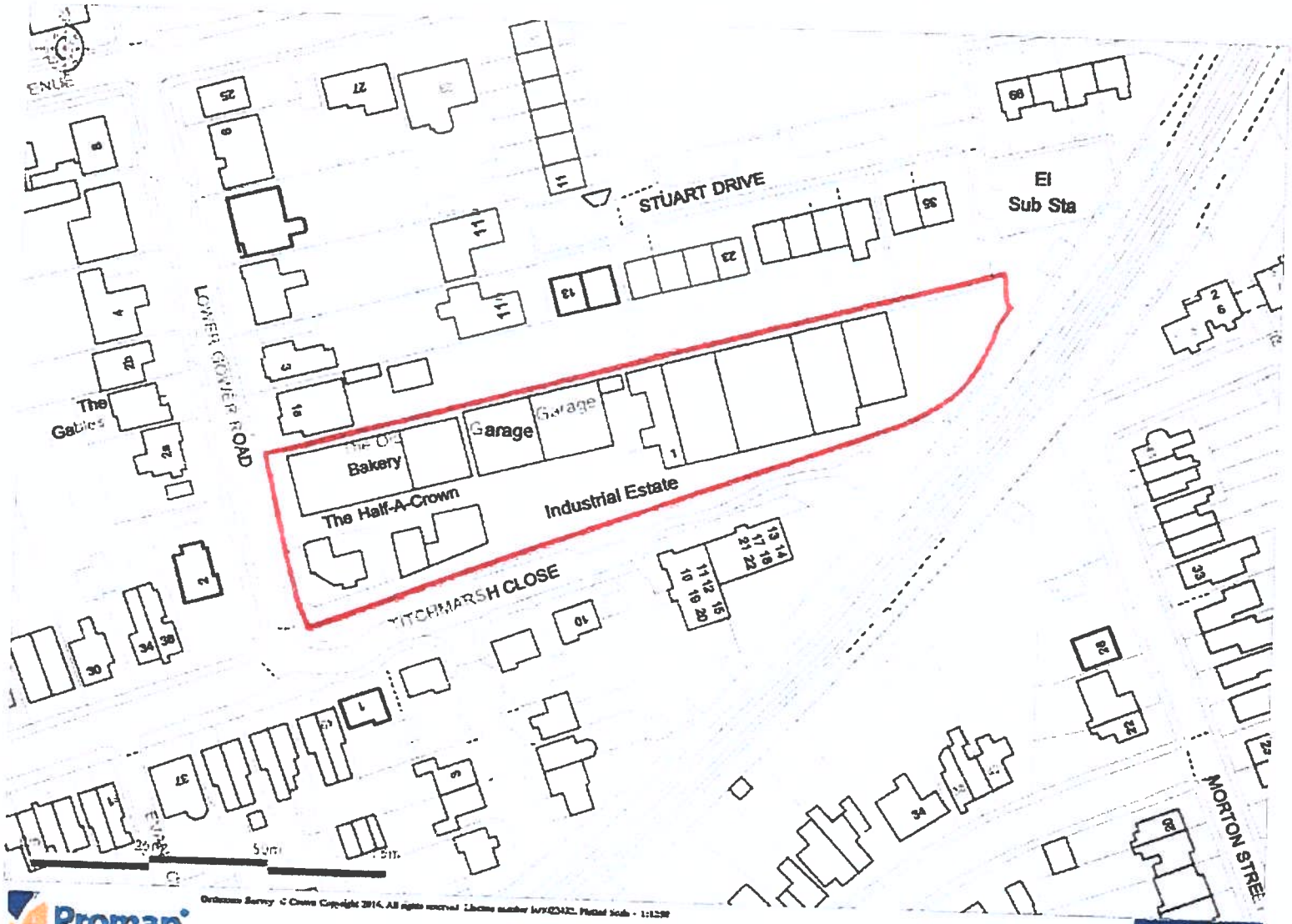
2.4 any reference to any statute or any section of a statute includes any statutory re-enactment or modification;

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 subject to clause 5.2, reference to a "Person" is to any one (as the context demands) of the individually named proprietors defined collectively as "the Owner" in this Deed;

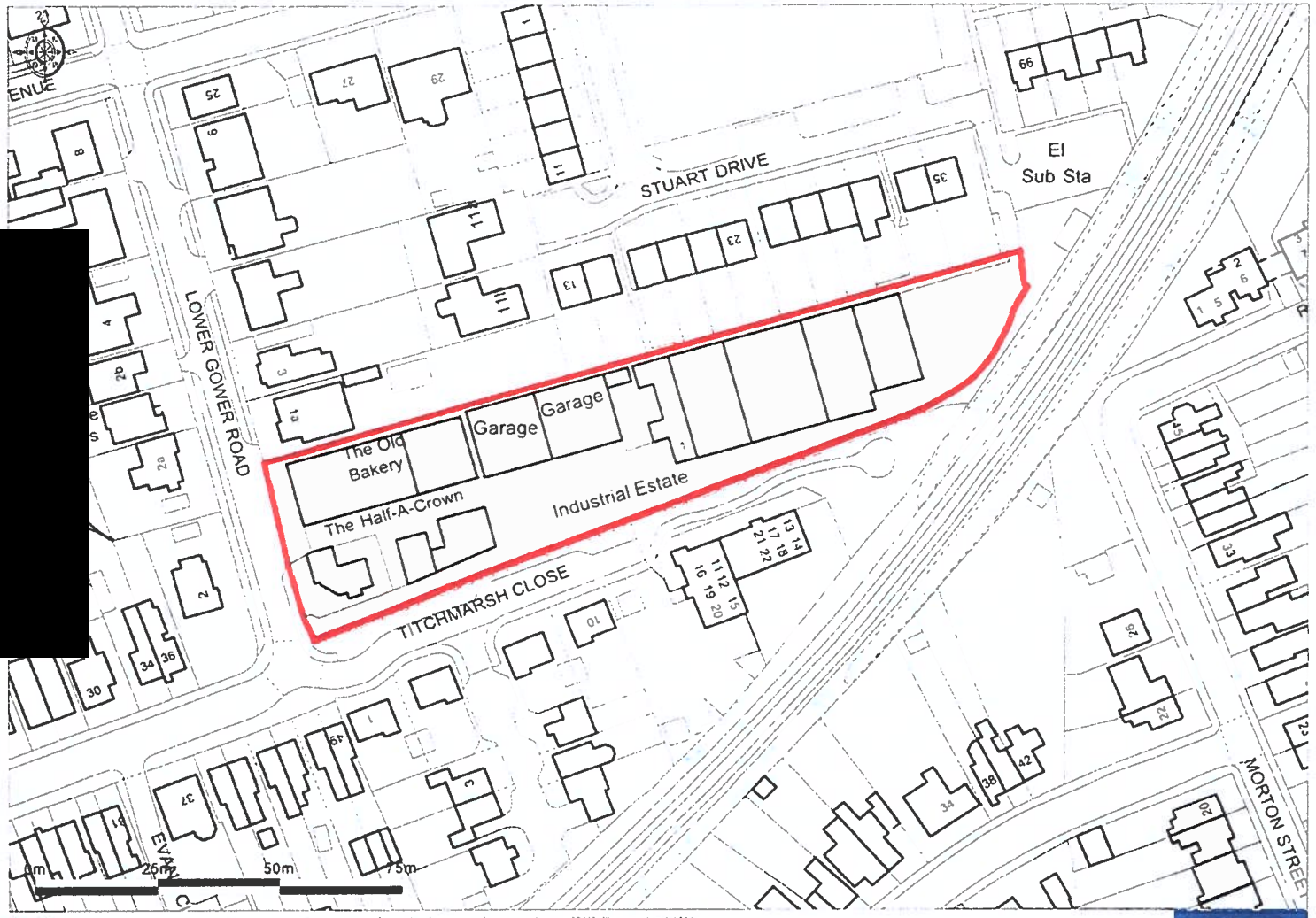
Land at Lower Gower Road



Location Plan A/45353/1

robinson hall

Land at Lower Gower Road



Promap

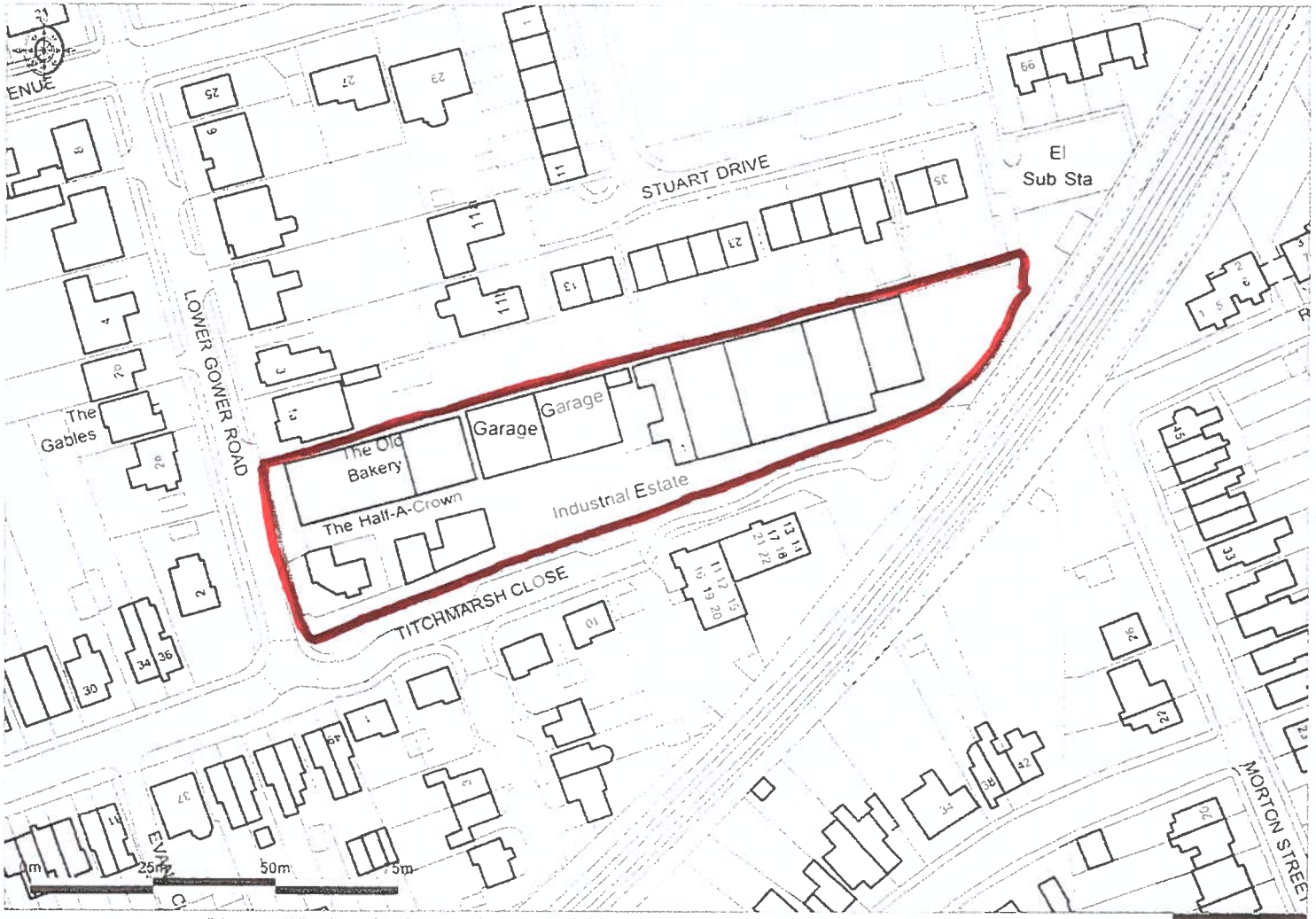
Location Plan A/45353/1

robinson hall

[redacted]

Land at Lower Gower Road

[redacted]



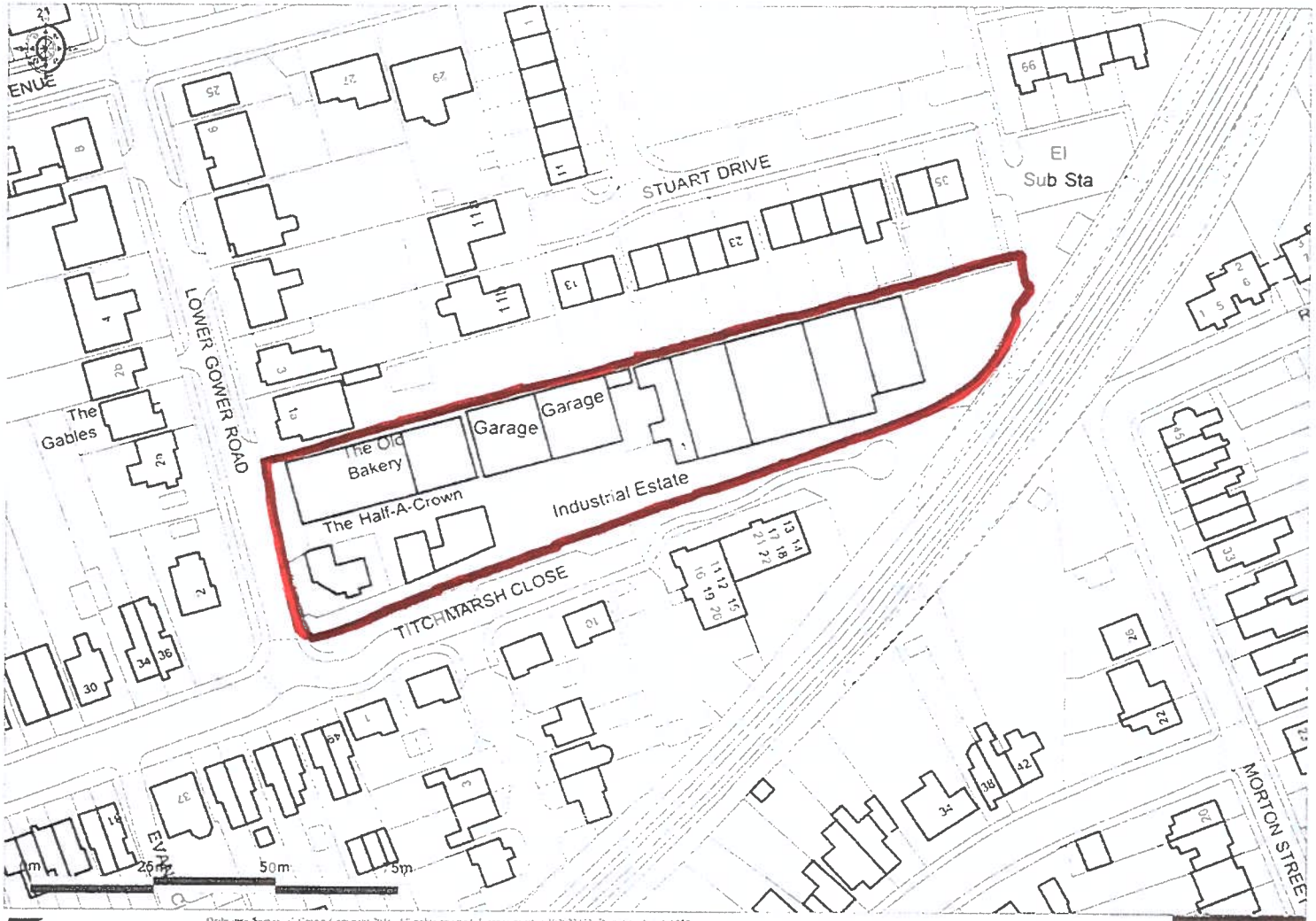
Promap

Location Plan A/45353/1

robinson + hall

Land at Lower Gower Road

[redacted]



Promap

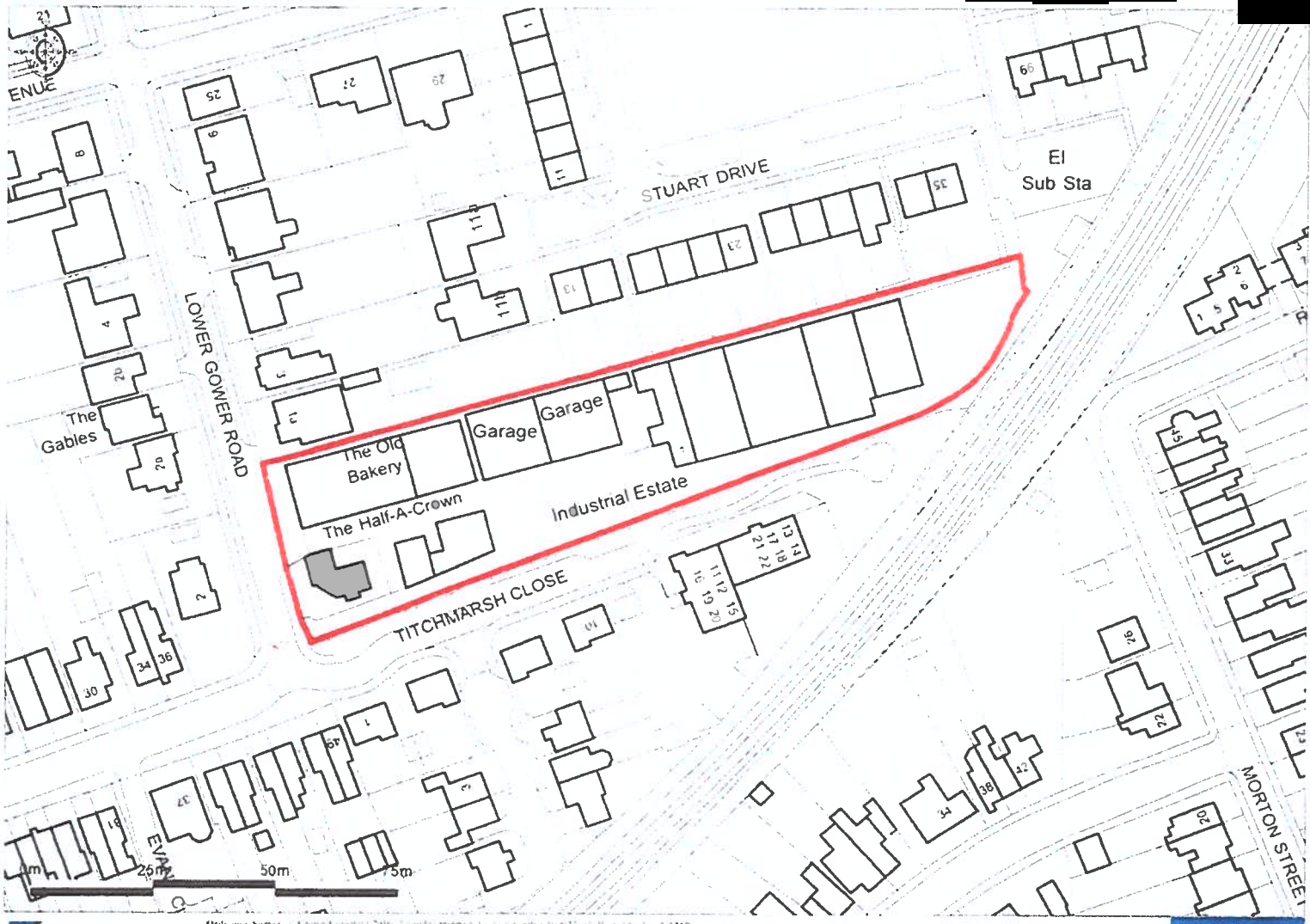
Location Plan A/45353/1

robinson hall

[redacted]

Land at Lower Gower Road

[redacted]



Promap

Location Plan A/45353/1

robinson hall

2.8 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;

2.9 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

2.10 Subject to clause 5.2 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.

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 (subject to clause 5.2) are enforceable by the Council and the County Council against the Owner and each of their successors in title and assigns to each and every part of the Land and any person deriving title to each and every part of the Land through or under the Owner (subject to paragraph 2, Part I of Schedule Two).

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 Subject to clause 5.2 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

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

3.3.2 with the exception of the obligations and restrictions to be performed or complied with prior to the Occupation of the Development or Dwellings constructed as part of the Development or the obligations contained in Paragraph 1 of Part 2 of Schedule Two the owners tenants and occupiers of an individual Open Market Dwelling shall have no liability in respect of the obligations and restrictions contained in this Deed;

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

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) Commencement of the 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 Subject to clause 5.2 the Owner with the Council and the County Council to observe the restrictions and to perform the obligations and activities specified in Schedule Two to this Deed.

5.2 The covenants given in this Deed by the Persons named as the Owner in this Deed and as at the date of this Deed shall not be deemed to be joint and several. For the avoidance of doubt, any covenant contained in this Deed shall only be enforceable against any one Person in connection with a breach of any covenant in this Deed by that Person and in respect of the part of the Land owned by that Person (as registered freehold proprietor) at the time of the breach, and that Person shall not be held responsible for any breach of covenant affecting, or anything done, omitted to be done or permitted to be done to, any other land forming part of the land (or in any other respect whatsoever) by any other Person or Persons, any of their successors in title or any other third party.

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, social services authority and library authority.

7. WAIVER

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

8. **CONSENTS**

8.1 The Mortgagee consents to the execution of this Deed and acknowledges that the Land shall be bound by the restrictions and covenants contained in this Deed and agrees its rights in relation to the Land shall be deferred and that planning obligations in favour of the Council and the County Council shall have priority and it is acknowledged that the Mortgagee enters into this Deed in order to give consent to its terms only and will not be bound by its terms unless it becomes a mortgagee in possession of the Land or exercises its power of sale in relation to the Land.

8.2 The Owner warrants and confirms that it has obtained all necessary permissions and consents required in law to enable it to enter into this Deed.

9. **SUCCESSORS IN TITLE**

9.1 No Person shall be liable for breach of any covenants or obligations in this Deed occurring after the date on which they have parted with their interest in the Land PROVIDED THAT and subject to clause 5.2 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 A person shall be deemed to have parted with their interest in the land at the date of the relevant Deed of transfer of their interest to the Developer or any third party.

10. **PLANNING PERMISSION**

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

10.2 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 Two is required to be Index Linked by reference to the PUBSEC Index that sum payable shall be increased in accordance with any change in the Department of Business Innovation and Skills Tender Price Index of Public Sector Non-Housing Smoothed All-In Index by the application of the formula:

A = B x (C÷D) where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the PUBSEC Smoothed All-In Index figure for the date upon which the interim payment described below is actually paid

D is the figure of 175.

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

A = B x (C÷D) where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

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

D is the Office of National Statistics Index of Monthly Retail Prices Information figure from April 2006.

11.3 It is further agreed by the parties that:

11.3.1 if prior to the receipt of the District Council Contributions and the County Council Contributions the Council or the County Council incurs any expenditure in providing additional facilities the need for which arises from or in anticipation of the Development then the Council or the County Council may immediately following receipt of such contributions deduct from the District Council Contributions and the County Council Contributions such expenditure incurred; and

11.3.2 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 14 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.

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

12. COSTS

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.

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 Owner shall give the Council and the County Council prior written notice of

15.1 the Commencement of the Development;

15.2 the Occupation of the first Dwelling;

15.3 the completion of the Development.

15.4 any change of any interests in the Land occurring before all of the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of Land purchased by reference to a plan.

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 Three and shall contain the Application reference number 17/04419/FP and reference to the date of this Deed and shall be sufficiently given if sent by first class post or facsimile to the following persons

The Council	Planning Control and Conservation Manager North Hertfordshire District Council Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF ref 17/04419/FP
The County Council	Chief Legal Officer Hertfordshire County Council County Hall Hertford Hertfordshire SG13 8DE ref 011773

The Fire and Rescue Water Services Officer Fire and Rescue Service Old London Service Road Hertford Hertfordshire SG13 7LD (01992 507521)

Uptel Ltd, Michael David Brown and Paula Jean Brown: The Bull, 21 New Biggin Street, Thakstead, Essex, CM6 2ZW and with a copy of any Notice to be delivered also to Kerwins LLP, Crossfield House, Gladback Way, Enfield, Middlesex EN2 7HT (reference HJC/125803-3) or to such other firm of solicitors as may be notified in writing by Uptel Limited to the other parties hereto

(to any of the Persons named as Owner other than Uptel Ltd and Mr & Mrs Brown) Suzanne Folbigg c/o Woodfines LLP, 6 Bedford Road, Sandy, Bedfordshire SG19 1EN

The Developer	George Rogers c/o ~~Red Group Ltd~~ HANOVER RED GROUP LTD, 57 Elwill Way, Beckenham, Kent BR3 6RY

[redacted]

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 DETERMINATION OF DEED

This deed shall be determined and have no further effect if the Planning Permission:

18.1 expires before the Commencement of Development;

18.2 is varied or revoked other than at the request of the Owner or the Developer; or

18.3 is quashed following a successful legal challenge.

19 MISCELLANEOUS

19.1 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 days notice and complies with any reasonable on site health and safety requirements of the Owner during any such inspection.

19.2 At the written request of the Owner at any time after the planning obligations have been fully and satisfactorily discharged/performed, the Council may issue the Owner with written confirmation of the

cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

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 the County Council 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 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.

22 LIMITATION OF LIABILITY

22.1 The liability of MW Trustees Limited shall be limited to the value of the Mattioli Woods SIPP plans of Graham Angus Hone (member total fund EB0337) as part of the Mattioli Woods SIPP. There shall be no further liability and no liability if MW Trustees Limited ceases to be a trustee of the Mattioli Woods SIPP.

22.2 Neither the corporate trustee Uptel Limited nor any of its current former or future directors or officers shall have any personal liability whatsoever under or arising out of or in connection with this Deed or any other Agreement or matter, and the liability under this Deed or any other agreement of Uptel Limited as a Trustee and the Scheme trustee of the Trust shall be limited to the realisable value in the hands of Uptel Limited from time to time of Uptel SIPP A/C M D & P J Brown.

SCHEDULE ONE

DRAFT PLANNING PERMISSION

NORTH HERTFORDSHIRE DISTRICT COUNCIL

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

DRAFT DECISION NOTICE

Correspondence Address:
Mr M Woodhead
Eclipse House
Eclipse park
Sittingbourne Road
Maidstone
ME14 3EN

Applicant:
Mr J Webb

PARTICULARS OF DEVELOPMENT

Application:	17/04419/FP
Proposal:	Demolition of existing buildings to facilitate the erection of 16 residential dwellings with associated access, parking, landscaping and amenity (design amended 16/11/2018).
Location:	Land South Of 1A, Lower Gower Road, Royston, Hertfordshire, SG8 5EA
Plan Nos:	9460 PL-100 PL2 PL-104 PL4 PL-115 PL4 PL-114 PL4 PL-113 PL1 PL-112 PL4 PL-111 PL4 PL-110 PL4 PL-103 PL4 PL-102 PL4 PL-101 PL1 12647-H01 PL- 117 PL3 PL-118 PL4

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 16 November 2018, subject to the following condition(s):

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. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 as amended no development as set out in Class A-F of Part 1 of Schedule 2 to the Order, (or any subsequent Statutory Instrument which revokes, amends and/or replaces those provisions) shall be carried out without first obtaining a specific planning permission from the Local Planning Authority.

Reason: Given the nature of this development, the Local Planning Authority considers that development which would normally be "permitted development" should be retained within planning control in the interests of the character and amenities of the area.

4. Details and/or samples of materials to be used on all external elevations and the roof of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority before the development is commenced and the approved details shall be implemented on site.

Reason: To ensure that the development will have an acceptable appearance which does not detract from the appearance and character of the surrounding area and the setting of the listed building.

5. Prior to the commencement of the approved dwellings the following landscape details to be submitted shall include the following:

a) which, if any, of the existing vegetation inside and adjoining the site is to be removed and which is to be retained

b) what new trees, shrubs, hedges and grassed areas are to be planted, together with the species proposed and the size and density of planting

c) the location and type of any new walls, fences or other means of enclosure and any hardscaping proposed

d) details of the cycle storage shed including elevations and external materials.

Landscaping shall be implemented in accordance with the approved details.

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

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

Reason - To facilitate refuse and recycling collections.

7. A Site Waste Management Plan (SWMP) should be submitted prior to any demolition and approved in writing by the LPA

Reason: due to the scale of the proposed development and the inclusion of demolition on site

8. Prior to first occupation of the dwellings, the noise mitigation measures detailed in sections 5 and 6 of the ACA Acoustics Limited report reference 171013-R001B dated January 2019 (Acoustic assessment of a proposed residential development at Lower Gower Road, Royston) relating to glazing, ventilation and screening specifications shall be fully implemented. Once implemented, the scheme of measures shall be maintained in accordance with the details in perpetuity.

Reason: to protect the residential amenities of future occupiers of the development.

9. a) No development approved by this permission shall be commenced prior to the submission to, and agreement of the Local Planning Authority of a written preliminary environmental risk assessment (Phase I) report containing a Conceptual Site Model that indicates sources, pathways and receptors. It should identify the current and past land uses of this site (and adjacent sites) with view to determining the presence of contamination likely to be harmful to human health and the built and natural environment.
(b) above, indicates a reasonable likelihood of harmful contamination then no development approved by this permission shall be commenced until a Site Investigation (Phase II environmental risk assessment) report has been submitted to and approved by the Local Planning Authority which includes:

(i) A full identification of the location and concentration of all pollutants on this site and the presence of relevant receptors, and;
(ii) The results from the application of an appropriate risk assessment methodology

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

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

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

required a formal agreement is submitted that commits to ongoing monitoring and/or maintenance of the remediation scheme.
(ii) A Remediation Verification Report confirming that the site is suitable for use has been submitted to, and agreed by, the Local Planning Authority.

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

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

10. Prior to occupation, the sixteen (16) residential properties with dedicated car parking spaces shall each incorporate one Electric Vehicle (EV) ready domestic charging point.

Reason: To contribute to the objective of providing a sustainable transport network and to provide the necessary infrastructure to help off-set the adverse impact of the operational phase of the development on local air quality.

11. The development hereby permitted shall not be occupied until the proposed access has been constructed as identified on the "in principle" drawing number H-101 revision P1 to the current specification of Hertfordshire County Council and to the local Planning Authority's satisfaction.

Reason: In order to protect highway safety and the amenity of other users of the public highway.

12. The development hereby permitted shall not be occupied until the footway as identified on the "in principle" drawing number H-101 revision P1 shall be constructed 1.8 metres wide along the frontage of plot 1 and 2 to the current specification of Hertfordshire County Council and to the local Planning Authority's satisfaction. The improved footway link will need to be joined to the development's own access road. These works shall be secured and undertaken as part of the s278 works.

Reason: In order to meet accessibility requirements in accordance with Roads in Hertfordshire 'A Guide for New Developments.

13. The development hereby permitted shall not be occupied until the turning area as identified on the vehicle swept path analysis drawing number T-01 revision P1 has been provided to the local Planning Authority's satisfaction.

Reason: To allow vehicles to enter and leave the site in forward gear in the interests of highway safety.

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

Reason: To ensure a vehicle is approximately level before being driven off and on to the highway.

15. Prior to the commencement of the development, a Construction Management Plan/Method Statement shall be submitted to and approved in writing by the local planning authority in consultation with the highway authority. Thereafter the construction of the development shall only be carried out in accordance with the approved Plan/Statement.

The Construction Management Plan/Method statement shall address the following matters

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

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

16. Method Statements/Fail Safe/Possessions

Method statements may require to be submitted to Network Rail's Asset Protection Project Manager at the below address for approval prior to works commencing on site. This should include an outline of the proposed method of construction, risk assessment in relation to the railway and construction traffic management plan. Where appropriate an asset protection agreement will have to be entered into. Where any works cannot be carried out in a "fail-safe" manner, it will be necessary to restrict those works to periods when the railway is closed to rail traffic i.e. "possession" which must be booked via Network Rail's Asset Protection Project Manager and are subject to a minimum prior notice period for booking of 20 weeks. Generally if excavations/piling/buildings are to be located within 10m of the railway boundary a method statement should be submitted for NR approval.

Reason: for the safety, operational needs and integrity of the railway.

17. Lighting

Where new lighting is to be erected adjacent to the operational railway the potential for train drivers to be dazzled must be eliminated. In addition the location and colour of lights must not give rise to the potential for confusion with the signalling arrangements on the railway. Detail of any external lighting should be provided as a condition if not already indicated on the application.

Reason: for the safety, operational needs and integrity of the railway.

18. Noise/Soundproofing

The Developer should be aware that any development for residential use adjacent to an operational railway may result in neighbour issues arising. Consequently every endeavour should be made by the developer to provide adequate soundproofing for each dwelling. Please note that in a worst case scenario there could be trains running 24 hours a day and the soundproofing should take this into account.

Reason: for the safety, operational needs and integrity of the railway.

19. No development approved by this planning permission shall take place until a remediation strategy that includes the following components to deal with the risks associated with contamination of the site shall each be submitted to and approved, in writing, by the Local Planning Authority:
1. A Preliminary Risk Assessment (PRA) including a Conceptual Site Model (CSM) of the site indicating potential sources, pathways and receptors, including those off site. 2. The results of a site investigation based on (1) and a detailed risk assessment, including a revised CSM.
3. Based on the risk assessment in (2) an options appraisal and remediation strategy 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 actions. The plan shall also detail a long term monitoring and maintenance plan as necessary.
4. No occupation of any part of the permitted development shall take place until a verification report demonstrating completion of works set out in the remediation strategy in (3). The long term monitoring and maintenance plan in (3) shall be updated and 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 (NPPF), paragraphs 109, 120, 121 and Environment Agency Groundwater Protection: Principles and Practice (GP3).

20. 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 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 (NPPF), paragraphs 109, 120, 121 and Environment Agency Groundwater Protection: Principles and Practice (GP3)

21. Development shall not begin until a scheme for surface water disposal has been submitted to and approved in writing by the Local Planning Authority. Infiltration systems shall only be used where it can be demonstrated that they will not pose a risk to groundwater quality. The development shall be carried out in accordance with the approval details.

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 (NPPF), paragraphs 109, 120, 121 and Environment Agency Groundwater Protection: Principles and Practice (GP3).

22. Pre-Commencement Condition: Confirm the viability of the drainage scheme by undertaking infiltration tests

No development shall take place until infiltration tests in accordance with BRE Digest 365 and ground condition surveys to be conducted at the location and depth where soakaways will be installed. The soakaways should be appropriately designed to t he 1 in 100 year + climate change (+40%) event and have an adequate drain down time. If infiltration is found to not be feasible on the development site then an alternative drainage scheme based on attenuation and discharge into a watercourse or public sewer should be provided and approved in writing by the Local Planning Authority

Reason: As infiltration is being proposed within soakaways, evidence of ground conditions / underlying geology and permeability including BRE Digest 365 compliant infiltration tests should be provided. The applicant has provided some information regarding a local borehole in close proximity to the site; however this is not confirmation that the site can achieve the required infiltration rates. If infiltration cannot be achieved, the applicant will have to provide an alternative scheme and discharge mechanism.

23. Confirm final drainage scheme

Revised drainage drawings detailing the final surface water drainage scheme for the site are submitted to and approved in writing by the Local Planning Authority.
The revised drawings should take account of the following specific mitigation measures, as detailed within the Flood Risk Assessment (FRA) dated 14.09.18 (reference E3779-FRA-1217) written by Wormald Burrows Partnership Limited:

1. Limiting the surface water run-off generated by the 100 year + 40% for climate change event so that it will not exceed the run-off from the undeveloped site and will not increase the risk of flooding.
2. The mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority.

Reason:

1. To prevent flooding by ensuring the satisfactory storage and disposal of surface water from the site.
2. To reduce the risk of flooding to the proposed development and future occupants

24. Completion condition

Upon completion of the drainage works, a management and maintenance plan for the SuDS features and drainage network must be submitted to and approved in writing by the Local Planning Authority.
The management and maintenance plan shall include:
1. Provision of a complete set of as built drawings including the final drainage layout for the site drainage network.
2. Maintenance and operational activities for the lifetime of the development.
3. Arrangements for adoption and any other measures to secure the operation of the scheme throughout its lifetime.

Reason:
1. To prevent flooding by ensuring the satisfactory maintenance of the surface water network on the site.
2. To reduce the risk of flooding to the proposed development and future occupants.

25. Before the occupation of any of the dwellings hereby permitted, the car parking facilities, including garage spaces shown on the approved plan shall be marked out and made available, and shall thereafter be kept available solely for the parking of motor vehicles.

Reason:To ensure the provision of satisfactory car parking facilities clear of the public highway to meet the needs of the development.

Proactive Statement:

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

Informative/s:

1. Environmental Health Informatives

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

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

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

2 EV Charging Point Specification:

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

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

- A separate dedicated circuit protected by an RBCO should be provided from the main distribution board, to a suitably enclosed termination point within a garage or an accessible enclosed termination point for future connection to an external charge point.
- The electrical circuit shall comply with the Electrical requirements of BS7671: 2008 as well as conform to the IET code of practice on Electric Vehicle Charging Equipment installation 2012 ISBN 978-1-84919-515-7 (PDF)
- If installed in a garage all conductive surfaces should be protected by supplementary protective equipotential bonding. For vehicle connecting points installed such that the vehicle can only be charged within the building, e.g. in a garage with a (non-extended) tethered lead, the PME earth may be used. For external installations the risk assessment outlined in the IET code of practice must be adopted, and may require additional earth stake or mat for the EV charging circuit. This should be installed as part of the EV ready installation to avoid significant on cost later.
- A list of authorised installers for the Electric Vehicle Homecharge Scheme can be found at https://www.gov.uk/government/organisations/office-for-low-emission-vehicles

2. Network Rail informatives

Drainage
All surface and foul water arising from the proposed works must be collected and diverted away from Network Rail property. In the absence of detailed plans all soakaways must be located so as to discharge away from the railway infrastructure.

Fail Safe Use of Crane and Plant
All operations, including the use of cranes or other mechanical plant working adjacent to Network Rail's property, must at all times be carried out in a "fail safe" manner such that in the event of mishandling, collapse or failure, no materials or plant are capable of falling within 3.0m of the nearest rail of the adjacent railway line, or where the railway is electrified, within 3.0m of overhead electrical equipment or supports.

OPE

Once planning permission has been granted and at least six weeks prior to works commencing on site the Asset Protection Project Manager (OPE) MUST be contacted, contact details as below. The OPE will require to see any method statements/drawings relating to any excavation, drainage, demolition, lighting and building work or any works to be carried out on site that may affect the safety, operation, integrity and access to the railway.

Demolition

Any demolition or refurbishment works must not be carried out on the development site that may endanger the safe operation of the railway, or the stability of the adjoining Network Rail structures. The demolition of buildings or other structures near to the operational railway infrastructure must be carried out in accordance with an agreed method statement. Approval of the method statement must be obtained from Network Rail's Asset Protection Project Manager before the development can commence.

Access to Railway
All roads, paths or ways providing access to any part of the railway undertaker's land shall be kept open at all times during and after the development.
Network Rail is required to recover all reasonable costs associated with facilitating these works.

3. Highway Informative:

HCC recommends inclusion of the following highway informatives to ensure that any works within the public highway are carried out in accordance with the provisions of the Highway Act 1980:

Works to be undertaken on the adjoining highway shall be constructed to the satisfaction of the Highway Authority and in accordance with Hertfordshire County Council publication Roads in Hertfordshire Highway Design Guide. Before proceeding with the proposed development, the applicant shall use the HCC website https://www.hertfordshire.gov.uk/services/transtreets/highways/ or call on 0300 1234 047 to obtain the requirements for a section 278 agreement for the associated road works as part of the development. This should be carried out prior to any development work is carried out.

REASON: To ensure that work undertaken on the highway is constructed to the current Highway Authority's specification, to an appropriate standard and by a contractor who is authorised to work in the Public Highway.
Prior to commencement of the development the applicant is advised to contact the 0300 1234 047 to arrange a site visit to agree a condition survey of the approach of the highway leading to the development likely to be used for delivery vehicles to the development. Under the provisions of Section 59 of the Highways Act 1980 the developer may be liable for any damage caused to the public highway as a result of traffic associated with the development. Herts County Council may require an Officer presence during movements of larger loads, or videoing of the movements may be considered.

Signed:



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

Development & Conservation Manager
Date:

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

NOTES

1 **Failure to satisfy conditions may invalidate this permission and/or result in enforcement action. Particular attention should be paid to the requirements of any condition in bold.**

2 Circular 04/2008 (Planning Related Fees) states that where an application is made under Article 21 of the Town and Country Planning (General Development Procedure) Order 1995, a fee will be payable for any consent, agreement or approval required by condition or limitation attached to the grant of planning permission.

3 The fee is £116 per request or £34 where the permission relates to an extension or alteration to a dwellinghouse or other development in the curtilage of the dwellinghouse. No fee is required for applications resulting from a condition removing "permitted development rights".

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 on the Council's website:
www.north-herts.gov.uk/home/planning/planning-applications/submit-planning-application

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

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

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

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

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

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

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

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

6 **Purchase Notices**

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

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

7 The District Council and County Highway Authority wish to ensure that, in the implementation of the development, hereby approved, the highway verge adjacent to the property is not damaged or does not become unsightly due to the stationing of skips, parking of vehicles, storing of building materials etc thereon. Your attention is,

therefore, drawn to the provisions of Section 131 of the Highways Act 1980 and to the Hertfordshire County Council Bylaws 1955 (specifically relating to grass margins and verges in Letchworth Garden City) by virtue of which such actions, unless authorised by the prior grant of a licence, constitute a prosecutable offence. Persons responsible for undertaking the development and any associated works are, therefore, strongly encouraged to take appropriate steps to ensure that no breach of the said legislation occurs during the course of such activities. In the event of any damage being caused it will be expected that suitable reinstatement is undertaken upon completion of the development. Failure to do so could also result in legal action being pursued. To obtain information regarding the issue of licences, contact Hertfordshire Highways, Hertfordshire County Council, County Hall, Pegs Lane, Hertford, SG138DQ or telephone 0300 1234 047.

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

SCHEDULE TWO

PART I

OWNER'S COVENANTS TO THE COUNCIL

Affordable Housing

1. The Owner covenants with the Council:

1.1 that the Owner shall ensure that at least 2 of the Dwellings to be built on the Land shall be Affordable Housing Units;

1.2 that the Owner shall ensure that 100% of the Affordable Housing Units are Social Rented Units;

1.3 to provide 2 x two bedroom houses as Social Rented Units:

1.4 the Affordable Housing Units shall be designed and constructed so as to meet the standards contained in the Homes England Design and Quality Standards (or such other successor body's standards);

1.5 not to Occupy more than 25% of the Open Market Dwellings until 50% of the Affordable Housing Units:

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

1.5.2 those Affordable Housing Units have been transferred to an Affordable Housing Provider; and

1.5.3 subject to **paragraph 2** below and unless otherwise agreed in writing by the Council, all nominations will be made in

compliance with the North Hertfordshire Common Housing Allocations Scheme and a Nomination Request Form (Annex D of the 2014-2018 Housing Association Partnership Agreement) has been submitted to the Council for all Social Rented Units. The Council shall have the right to nominate a Qualifying Person to occupy each of the Social Rented Units as referred to in **paragraph 1.14** (or such variation or substitution issued by North Hertfordshire District Council thereafter);

1.6 not to Occupy more than 50% of the Open Market Dwellings until all of the Affordable Housing Units:

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

1.6.2 all of the Affordable Housing Units have been transferred to an Affordable Housing Provider;

1.6.3 subject to **paragraph 2** below and unless otherwise agreed in writing by the Council, all nominations will be made in compliance with the North Hertfordshire Common Housing Allocations Scheme and a Nomination Request Form (Annex D of the 2014-2018 Housing Association Partnership Agreement) has been submitted to the Council for all Social Rented Units. The Council shall have the right to nominate a Qualifying Person to occupy each of the Social Rented Units as referred to in **paragraph 1.14** (or such variation or substitution issued by North Hertfordshire District Council thereafter);

1.7 that the transfers referred to in **paragraphs 1.5.2** and **1.6.2** shall contain the following:

1.7.1 the grant by the Owner to the Affordable Housing Provider of all rights of access from the public highway and full and free

passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;

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

1.7.3 in the case of a lease the term shall not be less than 125 years;

1.7.4 covenants by the Affordable Housing Provider that subject to **paragraph 2** below, each Affordable Housing Unit shall be used for no other purpose than Affordable Housing;

1.8 that subject to **paragraph 1.9 and paragraph 2** below the grant or assignment of a tenancy or lease of any Affordable Housing Unit shall be restricted to a Qualifying Person with a Local Connection to the district of North Hertfordshire;

1.10 that the Owner shall notify the Council immediately in the event of service of any notice under Sections 40 and 41 of the Housing Act 1996 or any notice, order or direction served, made or given under Schedule One Part IV of the Housing Act 1996 (or any replacement provisions to any of the above in the Housing and Regeneration Act 2008 or any subsequent statutory re-enactments or modifications thereof);

1.11 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Affordable Housing Units to be used or Occupied other than for the provision of Affordable Housing in accordance with the terms of this Deed;

1.12 that subject to **paragraph 2** below the Owner shall not Occupy or permit the Affordable Housing Units to be provided pursuant to **paragraph 1.3** to be used or Occupied other than as Social Rented Units in accordance with the terms of this Deed;

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

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

1.14.1 the right to nominate Qualifying Persons to occupy all of the Social Rented Units in respect of the first disposal (by way of lease or otherwise) of all of the Affordable Housing Units; and

1.14.2 the right to nominate Qualifying Persons to occupy three out of every four of the Social Rented Units in respect of the second and subsequent disposals of the Affordable Housing Units (by way of lease, assignment or otherwise).

2. The provisions of **paragraphs1.1, 1.2, 1.3, 1.5.3, 1.6.3, 1.7.4, 1.8, 1.9, 1.11, 1.12, 1.13** and **1.14** shall not be binding or enforceable against:

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

2.2 a Chargee which shall have the benefit of a legal mortgage or charge secured against the Affordable Housing Provider's estate or interest in any Affordable Housing Unit(s) on the Affordable Housing Land who wishes to exercise its power of sale (or any person deriving title from such Chargee appointed by such Chargee) PROVIDED THAT the Chargee or receiver or manager appointed by the Chargee has notified the Council in writing that it wishes to exercise its statutory power of sale and for a period of three months from such written notification the Chargee having used reasonable endeavours has not completed the disposal of the Affordable Housing Unit(s) to an Affordable Housing Provider PROVIDED THAT nothing in this paragraph shall require the Chargee to dispose of the Affordable Housing Unit(s) at a price which

is less than the outstanding balance of its legal mortgage or charge over the Affordable Housing Unit(s) (including interest, costs and expenses)FOR THE AVOIDANCE OF DOUBT if such disposal has not completed after the three month period from such written notification the Chargee, shall be entitled to dispose of the Affordable Housing Unit(s) free from the provisions of paragraphs 1.1, 1.2,1.3,1.5.3, 1.6.3, 1.7.4,1.8,1.9,1.11,1.12,1.13 and 1.14.

Contributions to the Council

3 The Owner covenants with the Council:

3.1 to pay the District Council Contributions to the Council on or before the Commencement of the Development; and

3.2 not to cause or permit the Commencement of the Development until it has paid the District Council Contributions to the Council in accordance with **paragraph 3.1** above.

PART II

OWNER'S COVENANTS TO THE COUNTY COUNCIL

Contributions to the County Council

4. The Owner covenants with the County Council:

4.1 to pay the County Council Contributions to the County Council on or before the Commencement of the Development provided that if any tenure and /or dwelling dwellings differs from that specified in the Planning Permission the County Contributions shall mean the sum calculated on the basis of payment per dwelling in accordance with the table in paragraph 4.3 below (index linked as provided by for in clause 11 of this agreement) by reference to the size, tenure, and number of dwellings. ; and

4.2 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 4.1**above.

4.3 Hertfordshire County Council Services planning obligations contributions table

Bedrooms*	1	2	3	4	5+	1	2	3
	HOUSES Market & other					**FLATS Market & other**		
Middle education	£154	£563	£1,559	£2,537	£3,228	£42	£381	£957
Youth facilities	£6	£16	£50	£82	£105	£3	£13	£41
Library facilities	£98	£147	£198	£241	£265	£77	£129	£164
	HOUSES Social Rent					**FLATS Social Rent**		
Middle education	£91	£833	£1,662	£2,332	£2,423	£17	£420	£1,082
Youth facilities	£2	£8	£31	£51	£55	£1	£6	£21
Library facilities	£48	£91	£130	£156	£155	£38	£82	£107

*uses an assumed relationship between bedrooms and habitable rooms

Fire Hydrants

5.1 With regard to the water supply to the Development:

5.1.1 to ensure that the Water Scheme incorporates fire hydrants in accordance with BS 750 (2012) as reasonably and properly required by the Fire and Rescue Service

5.1.2 to prepare and submit the Water Scheme to the Fire and Rescue Service for its written approval prior to commencement of the construction of any residential unit

5.1.3 to construct and provide at no cost to the Fire and Rescue Service or the County Council the fire hydrants reasonably and properly indicated in the Water Scheme and to advise the Fire and Rescue Service in writing of the date upon which each and every fire hydrant becomes operational and ready to be used for the purpose of fire-fighting by the Fire and Rescue Service

5.1.4 once operational to maintain the fire hydrants in good condition and repair such that they are suitable at all times for use by the Fire and Rescue Service until they are adopted by the Fire and Rescue Service which adoption shall take effect from the date of issue of written acceptance by the County Council's Chief Legal Officer the issue of which shall not be unreasonably delayed

5.1.5 not to Occupy nor cause nor permit Occupation of any residential unit until such time as it is served by a fire hydrant which is operational and ready to be used for the purpose of fire-fighting by the Fire and Rescue Service

5.1.6 to address any notice to be given to the Fire and Rescue Service to the Water Services Officer Fire and Rescue Service Old London Road Hertford SG 13 7LD Telephone 01992 507521

SCHEDULE THREE

PROFORMA

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106 AGREEMENT

DATED .....

MADE BETWEEN .....

PLANNING PERMISSION REFERENCE.....

HCC DU REFERENCE .....

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

SITE OWNER DETAILS

Name .....

Contact name .....

Address .....
.....
.....

Telephone nos.

Main .....

Mobile .....

Email .....

EVENTS BEING NOTIFIED

Commencement Date – date :.....

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

Completion of Development – date: .....

COMPLIANCE WITH OBLIGATION(S)

Schedule ..... **Paragraph** .....

Details of obligation and compliance .....

.....

PAYMENT OF S106 CONTRIBUTIONS

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

(Ref : DU11773)

b) To Planning Control and Conservation Manager North Hertfordshire District Council Council Offices Gernon Road Letchworth Garden City Hertfordshire SG6 3JF(17/04419/FP)

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

EXECUTED as a **DEED** by
UPTEL LIMITED
acting by two Directors/~~a Director~~
~~and its Secre~~ [redacted]

Director

Director/~~Secretary~~

EXECUTED AS A DEED by)
MICHAEL DAVID BROWN)
in the presence of)

[redacted]

Witness HANNAH COLLINS
Signature
Address Curwens LLP
Crossfield House
Gladbeck Way, Enfield
Middlesex, EN2 7HT
Tel: 020 8363 4444
DX 142501 Enfield 7
www.curwens.co.uk

EXECUTED AS A DEED by)
PAULA JEAN BROWN)
in the presence of)

[redacted]

Witness HANNAH COLLINS
Signature [redacted]
Address

Curwens LLP
Crossfield House
Gladbeck Way, Enfield
Middlesex, EN2 7HT
Tel: 020 8363 4444
DX 142501 Enfield 7
www.curwens.co.uk

EXECUTED as a DEED by
M.W. TRUSTEEES LIMITED
acting by ~~a Director in the presence of:~~
2 Directors

Director [redacted]

Diretor

~~Witness~~
~~Signature~~
~~Address~~

EXECUTED AS A DEED by)
GRAHAM ANGUS HONE)
in the presence of)

[redacted]

Witness
Signature
Address

Rachael Jennings
[redacted]
Green Lee
Mill Hill
Weston Colville
CB21 5NY

EXECUTED AS A DEED by)
MICHAEL COLLINS)
In the presence of)

Witness
Signature
Address

EXECUTED AS A DEED by)
ANNE CHRISTINE COLLINS)
In the presence of)

Witness
Signature
Address

EXECUTED as a DEED by
M.W. TRUSTEEES LIMITED
acting by a Director in the presence of: Director

Witness
Signature
Address

EXECUTED AS A DEED by)
GRAHAM ANGUS HONE)
in the presence of)

Witness
Signature
Address

EXECUTED AS A DEED by) [redacted]
MICHAEL COLLINS)
In the presence of)

Witness [redacted]
Signature D. E. GALLAGHER
Address KILVERNAGEN
CLOONACOOL
CO. SLIGO F91FR9F

EXECUTED AS A DEED by) [redacted]
ANNE CHRISTINE COLLINS)
In the presence of)

Witness DE GALLAGHER
Signature [redacted]
Address KILVERNAGEN
CLOONACOOL
CO. SLIGO
F91 FR9F.

EXECUTED AS A DEED by
ERIC GEORGE JOYCE
In the presence of

[redacted]

Witness
Signature [redacted]
Address 60A MELBOURN RD. ROYSTON. HERTS. SG8 7DG.

EXECUTED AS A DEED by
JENNY JOYCE
in the presence of

[redacted]

Witness
Signature [redacted]
Address 60A MELBOURN RD. ROYSTON. HERTS. SG8 7DG.

EXECUTED as a **DEED** by
COMPLETE INDUSTRIAL AND
COMMERCIAL SERVICES LIMITED Director
acting by a Director In the presence of:

Witness
Signature
Address

EXECUTED AS A DEED by)
MICHAEL JOHN WOODS)
In the presence of)

Witness
Signature
Address

EXECUTED AS A DEED by)
ERIC GEORGE JOYCE)
In the presence of)

Witness
Signature
Address

EXECUTED AS A DEED by)
JENNY JOYCE)
in the presence of)

Witness
Signature
Address

EXECUTED as a **DEED** by
COMPLETE INDUSTRIAL AND
COMMERCIAL SERVICES LIMITED Direct [redacted]
acting by a Director in the presence of:

Witness PAUL MORRISON.
Signature [signature]
Address 3 CURLEW CRSC. ROYSTON. HERTS. SG87 [illegible]

EXECUTED AS A DEED by [redacted]
MICHAEL JOHN WOODS
In the presence of

Witness PAUL MORRISON
Signature [signature]
Address AS ABOVE.

EXECUTED AS A DEED by
ROSEMARIE ELLEN WOODS
in the presence of

[redacted]

Witness MRS. CAROLINE ANNE STEERAR
Signature
Address 28 Birchall Wood
Welwyn Garden City
Herts AL7 2HL.

EXECUTED as a Deed by)
HANOVER RED GROUP LIMITED [redacted]
acting by a Director in the)
presence of)

Witness MR RUSSELL (ANGLEY) THOMSON
Signatur [redacted]
Address 86 ELWILL WAY
BECKENHAM
BR3 6RX