N.H.C.
20 MAR 2026
NORTHGATE

HERTFORDSHIRE COUNTY COUNCIL
SECTION 278 AGREEMENT

THIS AGREEMENT is made 26th February 2026

BETWEEN:

1. HERTFORDSHIRE COUNTY COUNCIL of Robertson House, Stevenage, Herts, SG1 2FQ ("the County Council")

2. BDW TRADING LIMITED (Co. Regn. No. 03018173) whose registered office is situated at Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF ("the Developer")

WHEREAS

(A) The County Council is the Highway Authority for Hertfordshire

(B) The Developer is the registered proprietor with title absolute of the Land for the benefit of which Land the highway works hereinafter referred to are to be carried out

(C) The Developer is desirous of entering into this Agreement for the purposes of securing the carrying out of the Works and the Developer has agreed that it will pay the cost of construction and maintenance of the Works

(D) The County Council agrees to adopt the Works as highway maintainable at public expense on the terms and conditions hereinafter contained

(E) The County Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Developer which Works the County Council is authorised to execute

pursuant to the Highways Act 1980 which are subject to the conditions of the Planning Permission

NOW THIS AGREEMENT WITNESSETH as follows:

OPERATIVE PART

1.1 For the purposes of this Agreement the following words and phrases shall have the following meanings: -

"the Act" means the Highways Act 1980;

"Bond" means a bond (in the approved form attached at Schedule 4) in the sum of One Hundred and Seventy Nine Thousand Three Hundred and Thirty Six pounds (£179,336.00) being the total contract price of the Works plus 10% thereof together with the cost of any Statutory Undertakers' works from a surety approved by the County Council;

"CDM Regulations" means the Construction (Design and Management) Regulations 2015;

"First Certificate of Completion" means the certificate issued by the Director under Clause 4.1.3 certifying that the Phase 1 Works have been completed to the satisfaction of the County Council;

"Second Certificate of Completion" means the certificate issued by the Director under Clause 4.1.4 certifying that the Phase 2 Works have been completed to the satisfaction of the County Council;

"Certificate of Maintenance" means the certificate issued by the Director under Clause 4.1.5 certifying that the Works have become highway maintainable at public expense and the Developer's obligations to maintain the Works have ceased;

"Client" shall be given the meaning ascribed to it in the CDM Regulations;

"Contract Drawings" means the detailed drawings technically approved by the County Council and attached and listed at Schedule 3 and **"Contract Drawing"** shall be construed accordingly;

"Designer's Safety Plan" means the health and safety plan and risk assessment for the Works (known as the Construction Phase Health and Safety Plan under the CDM Regulations) submitted by the Developer and approved by the Director;

"Director" means the County Council's Executive Director of Growth and Environment for the time being and his officers and agents;

"Director of Law and Governance" the County Council's Director of Law and Governance for the time being and his officers and agents;

"Engineer" means a civil engineer registered with the Engineering Council (and this requirement applies to the person who fulfils the role of "supervisor" if the Works are being carried out under the terms of a construction contract incorporating the NEC3 Suite of Contracts);

"Highway" means the area of land shown edged green on the Contract Drawings numbered HOF-WSP-S278-TA-DR-C-01101-P04 and HOF-WSP-S278-TA-DR-C-01102-P04 attached at Schedule 3 which is highway maintainable at public expense;

"HSE" means the Health and Safety Executive;

"Insolvency Event" means any one of the following:

(a) if the Developer is an individual or a firm: - an online application to an adjudicator for a bankruptcy order or the presentation of a

petition for the Developer's bankruptcy; or the making of a criminal bankruptcy order against the Developer or any partner in the firm; or the Developer or any partner in the firm making a composition or arrangement for the benefit of creditors; or the making of a conveyance or assignment for the benefit of creditors; or the appointment of an administrator to manage the Developer's or firm's affairs;

(b) if the Developer is a company: - the company passing a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction); or the making of an application for, or any meeting of its members resolving to make an application for an administration order in relation to it; or the giving or filing of notice by any party of intention to appoint an administrator of it; or the appointing of such an administrator or the making by the court of a winding up order, or the company making a composition or arrangement with its creditors, or the appointment of an administrative receiver, receiver or manager or supervisor by a creditor or by the court, or the taking of possession of its property under the terms of a fixed or floating charge;

"Land" means land known as Land at Highover Farm, Highover Way, Hitchin and registered at the Land Registry under Title HD615990 for the purposes of identification only shown edged blue on the Plan attached hereto;

"Maintenance Period" means a period of twelve months commencing on the date of issue of the Second Certificate of Completion;

"Permit to Work" means the permit issued by the County Council certifying that technical and construction approval have been granted in respect of the Phase 1 Works and/or the Phase 2 Works and/or Works;

"**Plan**" means the plan titled Full Site Layout Plan and numbered HFHIT-MCB-ZZ-ZZ-DR-A-0230-D5-P1.8 attached to this Deed;

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"Planning Permission" means planning permission reference 18/01154/OP dated 29 November 2024 granted by North Hertfordshire District Council;

"Principal Contractor" has the meaning ascribed to it in the CDM Regulations;

"Principal Designer" has the meaning ascribed to it in the CDM Regulations;

"Programme" means a programme of work for the Works prepared by the Developer and approved by the County Council;

"Road Safety Audit" means a road safety audit carried out in accordance with Part GG 119 of the Department for Transport guidance known as Design Manual for Roads and Bridges and which might include road safety audits in accordance with stage 1, stage 2, stage 3 and/or stage 4;

"Specification" means Volumes 1 and 2 and 3 of the Manual of Contract Documents for Highway Works published by His Majesty's Stationery Office in 1998 as modified and extended by the supplements and revisions published by His Majesty's Stationery Office and as further modified and extended by "Place & Movement Planning and Design Guidance for Hertfordshire" published by the County Council in March 2024 all as in force at the date of commencement of the Works;

"Statutory Undertaker" means a statutory undertaker as defined in section 329 of the Act and including:

(a) persons authorised under any enactment to carry on an undertaking for the supply of electricity, gas, water or any sewerage undertaking;
(b) the Environment Agency;
(c) a holder of a licence to operate telecommunication systems;

(d) the Civil Aviation Authority; or

(e) the holder of a licence to supply cable television

"Works" means the highway works described in Schedule 1 which includes the Phase 1 Works and the Phase 2 Works;

"Phase 1 Works" means the phase 1 highway works described in Schedule 1;

"Phase 2 Works" means the phase 2 highway works described in Schedule 1.

1.2 In this Agreement :-

1.2.1 the clause headings do not affect its interpretation;

1.2.2 words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa;

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

1.2.4 any reference to a clause, a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Agreement and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears;

1.2.5 references to the Land include any part of it;

1.2.6 where two or more people form a party to this Agreement the obligations they undertake may be enforced against them all jointly or against each of them individually;

1.2.7 references to the County Council shall include successors to its relevant statutory functions;

1.2.8 any covenant by the Developer not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to Section 278 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers enabling the County Council thereunto

DEVELOPER'S COVENANTS

3.1 The Developer hereby covenants with the County Council as follows:

3.1.1 The Works

(i) To carry out and complete at its own expense and at no cost to the County Council the Works as contractor for the County Council in a good and workman like manner and with proper materials and in accordance in all respects with the terms and conditions of this Agreement and

(ii) to commence the Phase 1 Works within 12 calendar months of the date hereof and once commenced to complete the Works in accordance with Schedule 2 Paragraph 9.1

(iii) to commence the Phase 2 Works within 4 years of the completion of the Phase 1 Works and once commenced to

complete the Works in accordance with Schedule 2 Paragraph 9.2

3.1.2 Payments

To pay to the County Council:

(i) on the date hereof the whole of the proper costs incurred by the Director of Law and Governance in the preparation of this Agreement

(ii) on written demand the proper costs incurred by the County Council of:-

(a) approving the Contract Drawings

(b) inspecting the Works

(c) the costs associated with the carrying out of any Road Safety Audits (including costs of alterations (if any) to the Works arising out of any Road Safety Audits, as well as the County Council's costs associated with approving and inspecting any alterations (if any) to the Works following any Road Safety Audits)

(iii) on written demand the full and proper costs of processing advertising and implementing any road traffic regulation orders required as part of or to facilitate the Works

3.1.3 Indemnity

That it hereby indemnifies the County Council in respect of all actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the

Works and any works required by any Statutory Undertaker other than those arising under Parts I and II of the Land Compensation Act 1973 in respect of which the provisions of Clause 3.1.5 below shall apply

3.1.4 Public Liability Insurance

That it shall without prejudice to its liability under Clauses 3.1.3 and 3.1.5 hereof indemnify the County Council and be insured against public liability risks for a sum of at least £10,000,000 in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and the Developer or any person authorised by it to carry out the Works shall on request by the County Council produce for inspection the relevant policies of insurance together with receipts for the premiums paid

3.1.5 Land Compensation Act Claims

That it hereby indemnifies the County Council against all claims (including all costs arising out of or in connection with or incidental to such claims) under Part I and Part II of the Land Compensation Act 1973 (including claims the County Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations 1975 as amended by the Noise Insulation (Amendment) Regulations 1988)) arising out of the use of the Works and for the purposes of this indemnity the Developer is deemed to carry out the Works as agent for the County Council

3.1.6 Bond

To provide to the County Council on the date of this Agreement the Bond

Such that if in the opinion of the Director:

(a) the Developer fails to carry out and/or complete the Works within the periods specified in Schedule 2 Paragraph 9; or

(b) the Developer having received written notice from the County Council fails to remedy any defects and/or carry out any remedial works specified in such notice to the satisfaction of the County Council within the period of time specified in such notice (or such longer period as the County Council may agree in writing in its absolute sole discretion); or

(c) an Insolvency Event or any event or proceedings having an analogous effect as an Insolvency Event occurs in respect of the Developer

then the County Council may itself carry out and/or complete the Works and may call in the Bond in order to recover all costs fees and expenses incurred by the County Council in so doing (including without prejudice to the generality of the foregoing the cost fees and expenses of preparing an alternative contract for the Works and of supervising the execution of such alternative contract) and all other sums due from the Developer under the terms of this Agreement

COUNTY COUNCIL'S COVENANTS

4.1 The County Council hereby covenants with the Developer as follows:

4.1.1 That it hereby authorises the Developer's contractor approved by the Director in accordance with Schedule 2 Paragraph 7.2 to carry out the Works within the Highway subject to and strictly in

accordance with the terms conditions and stipulations in Schedule 2

4.1.2 Provided that the Developer has complied with the terms and conditions set out in Schedule 2 it will issue the Permit to Work

4.1.3 That upon completion of the Phase 1 Works to the satisfaction of the Director the County Council will issue the First Certificate of Completion

4.1.4 That upon completion of the Phase 2 Works to the satisfaction of the Director the County Council will issue the Second Certificate of Completion and as from the date of such certificate that part of the Phase 2 Works as are at the date of this Agreement within the public highway shall become maintainable at public expense

4.1.5 Subject to Clause 4.1.6 and provided always that the Works have been fully maintained to the satisfaction of the Director in accordance with Paragraph 11 of Schedule 2 and that any defects appearing during the Maintenance Period have been made good the Director shall thereupon issue the Certificate of Maintenance SAVE THAT if in the opinion of the Director the Developer fails to complete any outstanding items or make good any defects to the satisfaction of the Director the County Council after giving not less than 10 working days' notice in writing of its intention to the Developer may execute and complete the maintenance work and recover its costs from the Developer and/or under the Bond

4.1.6 The Director shall be at liberty to delay the issue of the Certificate of Completion and/or the Certificate of Maintenance in the event of a breach of any of the terms and conditions of this Agreement

4.1.7 The County Council shall notify the Developer as soon as reasonably possible of any claim for compensation or otherwise or costs or charges which it intends to make a claim on the Developer under the provisions of this Agreement and shall provide details of any such claims or charges and have regard to (but not be bound by) any reasonable representations made by the Developer in respect of any claims or charges to be paid by the County Council and to be reimbursed by the Developer

MISCELLANEOUS

5.1 It is further agreed between the parties that:

5.1.1 If the Works are subject to the CDM Regulations then

(i) the Developer elects itself to be treated as the only Client and shall subject to Clause 5.1.1(ii) hereof undertake all duties that would have been otherwise placed on the County Council pursuant to the CDM Regulations; and

(ii) the County Council hereby consents to such election and shall not be subject to any duty owed by a Client save for the duties in Regulations 8(4) and 8(6) insofar as those duties relate to information in the County Council's possession

5.1.2 Without prejudice to the terms hereof if the Developer fails to execute or complete the Works in accordance with its obligations hereunder the County Council shall after not less than fourteen days' notice in writing to the Developer be entitled to complete the Works or reinstate the highway or complete such alternative works as the Director considers appropriate in default with its own employees or by contract or otherwise and to recover the cost as certified by the Director

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

In respect of the Developer:	In respect of the County Council:
Colin Dear	The Director of Law and
Engineering Manager,	Governance,
BDW North Thames,	Hertfordshire County
Wellstones House,	Council,
Wellstones,	Robertson House,
Watford,	Stevenage,
Herts,	Herts,
WD17 2AF	SG1 2FQ
	(ref: 26712)

5.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.

5.4 No waiver whether express or implied by the County Council of any breach or default by the Developer in performing or observing any of the covenants contained herein shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing the relevant obligations or from acting upon any subsequent breach or default

5.5 Where the approval, consent, expression of satisfaction, agreement, confirmation or certification of the County Council or any officer of the County Council is required for any purpose under or in connection with the terms of this Agreement such approval, consent, expression of

satisfaction, agreement, confirmation, or certification shall not be unreasonably withheld or delayed

LAW AND JURISDICTION

6. This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales

THIRD PARTIES

7. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement save that the terms hereof shall be enforceable by any successor or duly appointed agent or licensee of the County Council as highway authority

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed but the same remains undelivered until the day and year first before written

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SCHEDULE 1

1. The Works are shown on the Contract Drawings and comprise:-

"Phase 1 Works" as follows:

- Construction of two number vehicular accesses onto Stotfold Road, Hitchin
- Provision of a 30mph TTRO and associated traffic management
- Provision of temporary drainage arrangements

"Phase 2 Works" as follows:

- Removal of two number vehicular accesses including reinstatement of kerbline, verge and any other affected highway infrastructure

- Reinstatement of any damage to the public highway as a result of construction works or construction vehicle movements associated with or related to the development

TOGETHER WITH such ancillary works as may be required by the Director which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways verges street furniture drainage and any necessary alterations to Statutory Undertakers' equipment PROVIDED THAT if the Department for Transport Technical Design Standards or Advice is amended after the date of this Agreement the Director shall be at liberty to review the Works and require any amendments he deems necessary to ensure that the Works comply with the revised standards and advice SAVE THAT in circumstances where the Contract Drawings have been approved in writing by the Director and the Works are commenced within three months of the date of the written approval then the Director shall not seek any amendments to the Works

SCHEDULE 2

The Works shall be carried out in accordance with the following terms and conditions:

1 The Works shall not be commenced until:

1.1 detailed Contract Drawings a Designer's Safety Plan the Programme and traffic management measures have been prepared by the Developer and approved by the Director in writing

1.2 any necessary licences have been obtained and notices given pursuant to the New Roads and Street Works Act 1991

1.3 if the Works are subject to the CDM Regulations the Developer as the only Client has provided to the Director:-

1.3.1 written details of the persons who fulfil the various functions and responsibilities specified in the CDM Regulations including the Principal Designer and the Principal Contractor

1.3.2 a copy of the notice to the HSE pursuant to Regulation 6 of the CDM Regulations

1.4 the Bond has been provided in accordance with Clause 3.1.6

1.5 A noise survey and assessment in respect of the Works has been undertaken by a noise expert approved by the Director in such a manner and at such times and locations approved by the Director and a copy of the survey and assessment has been submitted to the Director and all and any requirements arising therefrom have been undertaken by the Developer at its own expense

1.6 the original insurance policy and receipts referred to in Clause 3.1.4 have been produced

2 Detailed contract drawings for any highway structures shall be prepared by the Developer and submitted for written approval to the Director's Asset Management team in accordance with Department of Transport Document CG 300 and the structural design and checking procedure shall be carried out by an engineer familiar with Department of Transport Codes of Practice who shall state on Form TA1 the documents to be agreed as applicable

3 Without prejudice to the Programme the Developer shall notify the Director in writing at least twenty eight (28) days prior to the commencement of any work connected with Statutory Undertakers equipment and shall further notify the Director in writing at least twenty eight (28) days prior to the commencement of the Works of its intention to proceed with the Works and if there are any highway structures shall further notify the Asset Management team of the Director in writing at least twenty four (24) hours prior to the commencement of each and every stage of excavation and concrete operations associated with highway structures

4 Before commencing any part of the Works the Developer shall give notice to each Statutory Undertaker for the time being of any service(s) which may be affected by the Works of the proposal to carry out the Works and shall place orders and pay any costs to public utility undertakers for all works to their mains or services necessitated by the Works and shall relocate all street furniture affected to the satisfaction of the Director

5 The Works shall be signed and protected to at least the standards of Safety at Streetworks and Roadworks: A Code of Practice (ISBN 978-0-

11-553145-3) and the proposed arrangements shall be approved in writing by the Director and the Police before the Works commence

6 The Works shall be carried out in accordance with the Specification

7 The Works shall be carried out:

7.1 under the terms of a construction contract incorporating the NEC3 Suite of Contracts (2013 Edition) as formally endorsed by the Institution of Civil Engineers (or replacement of the same); and

7.2 by a roadworks contractor approved by the Director; and

7.3 under the direction of an Engineer to be employed by the Developer and approved by the Director and who shall be independent of the roads contractor

8 In relation to the inspection and supervision of the Works:

8.1 The inspection and direction of the Director shall be accepted and the Works shall be carried out in accordance with the Contract Drawings and to a standard of workmanship and quality of materials approved by the Director

8.2 During the progress of the Works the Director shall have free access to every part of the Works to inspect the same as they proceed and all materials used or intended to be used therein and the Developer shall give effect to any reasonable requirements made or reasonable direction given by the Director to conform to the Contract Drawings the Specification and the Programme

8.3 The Developer shall not cover up any works without the approval of the Director and shall afford full opportunity for him to examine and measure any work which is about to be covered up and to examine

foundations before permanent work is placed thereon and shall give at least three (3) working days' notice to the Director whenever any such work or foundations is or are ready for examination

8.4 The Director shall have power in his reasonable discretion to test or require the testing of materials plant and workmanship used or proposed to be used in the Works and to reject any materials plant or workmanship so tested which he may reasonably find to be not in accordance with the Contract Drawings and the Specification

8.5 The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found not in accordance with the Contract Drawings and the Specification with such as are in accordance

8.6 Within three (3) calendar months of the issue of the Certificate of Completion an onsite Road Safety Audit shall be carried out by the Director in the presence of the Engineer and arising therefrom the Director shall be at liberty to require such alterations to the Works as maybe required to ensure the safety of users of the highway

9 The Developer shall complete:

9.1 The Phase 1 Works to the satisfaction of the Director within 4 calendar weeks of their commencement and in any event shall be completed prior to any occupation of the development permitted by the Planning Permission

9.2 The Phase 2 Works to the satisfaction of the Director within 2 calendar weeks of their commencement

10 The Developer shall not at any time give consent to the erection by any telecommunications operator of telegraph poles or telephone poles or to the erection by any Statutory Undertaker or public or private company

firm or individual of any overground or underground equipment without the consent in writing of the Director

11 The Developer shall fully maintain the Works for the Maintenance Period and shall make good any defects or damage which may arise or be discovered during such period

12 The Developer shall provide the Director with the following three (3) calendar months before the expiry of the Maintenance Period :-

in respect of any highway structures:

(i) electronic copies of the "as built" drawings in PDF and DWG format and in a scale approved by the Director

(ii) records of the earthworks showing sources of material used in areas of fill, description of fill materials, descriptions of sub-grades in cut areas, copies of results of tests of material carried out as part of the supervision of the construction of the earthworks

(iii) records of the sources of supply of all deliveries of road construction materials with details of the location of the Works at which each load is placed

(iv) records of the sources of supply of all other manufactured materials (e.g. drainage goods, fencing materials, traffic signs, electrical components and cables etc.)

(v) the project HSE file

(vi) soil reports, records of materials tested, safety files, maintenance manual, revised forms TA1 and design certificates

13. Not to commence any part of the Works unless and until a Permit to Work has been issued in relation to the part of the Works to be carried out AND FOR THE AVOIDANCE OF DOUBT a separate Permit to Work shall be obtained for each of the Phase 1 Works and the Phase 2 Works

14. To notify the County Council in writing of:

14.1 completion of the Phase 1 Works within 7 days of such completion and

14.2 completion of the Phase 2 Works within 7 days of such completion

SCHEDULE 3

Technically approved drawings

Attached drawings:

Temporary Access S278 Agreement Sheet 1 HOF-WSP-S278-TA-DR-C-01101-P04 (attached)

Temporary Access S278 Agreement Sheet 2 HOF-WSP-S278-TA-DR-C-01102-P04 (attached)

Listed drawings:

Site Location HOF-WSP-S278-TA-DR-C-01100-P02 (listed)

Proposed Contours 1 HOF-WSP-S278-TA-DR-C-01501-P04 (listed)

Proposed Contours 2 HOF-WSP-S278-TA-DR-C-01502-P04 (listed)

Drainage 1 HOF-WSP-S278-TA-DR-C-05001-P04 (listed)

Drainage 2 HOF-WSP-S278-TA-DR-C-05002-P04 (listed)

Drainage CDs HOF-WSP-S278-TA-DR-C-05201-P01 (listed)

Pavement & Kerbing 1 HOF-WSP-S278-TA-DR-C-07001-P05 (listed)

Pavement & Kerbing 2 HOF-WSP-S278-TA-DR-C-07002-P03 (listed)

Pavement & Kerbing CDs HOF-WSP-S278-TA-DR-C-07010-P03 (listed)

Long Section 1 HOF-WSP-S278-TA-DR-C-07201-P03 (listed)

Long Section 2 HOF-WSP-S278-TA-DR-C-07202-P03 (listed)

Road Markings 1 HOF-WSP-S278-TA-DR-C-12001-P01 (listed)

Road Markings 2 HOF-WSP-S278-TA-DR-C-12001-P01 (listed)

SCHEDULE 4

BOND

BY THIS BOND [**]** *(name of financial institution)* (Co. Regn. No.) whose registered office is situate at **[** **]** (address) (hereinafter called "the Surety") is held and firmly bound to HERTFORDSHIRE COUNTY COUNCIL of County Hall, Hertford, Hertfordshire ("the County Council") in the sum of **[** **]** pounds (£) to be paid to the County Council for the payment of which sum the Surety binds itself and its successors

EXECUTED as a Deed this day of **[20**]**

WHEREAS

(1) By an Agreement dated **[20**]** ("the Agreement") and made between the County Council (1) and ********** (hereinafter called "the Owner") (2) and ********** (3) (hereinafter called "the Developer") the Developer covenanted to undertake certain highway works as defined in the Agreement ("the Works")

(2) By the provisions of the Agreement the Developer contracted to provide a bond to secure its obligations under the terms of the Agreement and the Developer now intends to discharge such obligation

NOW THIS DEED WITNESSETH

1. The Surety is hereby bound to the County Council in the sum of

pounds (£) ("the Bond Figure")

2. The Surety shall upon the occurrence of any of the following events (each hereinafter referred to as an "Event"):

2.1 breach or non-performance or non-observance of any of the terms or covenants on the part of the Developer contained in the Agreement

2.2 occurrence of any of the following where the Developer is an individual:

2.2.1 bankruptcy
2.2.2 an online application to an adjudicator for a bankruptcy order or presentation of a bankruptcy petition
2.2.3 entry into a voluntary arrangement with creditors
2.2.4 presentation of a proposal to a nominee with regard to a voluntary arrangement
2.2.5 an application for an interim order pursuant to section 253(1) or section 253(3) Insolvency Act 1986
2.2.6 appointment of an administrator

2.3 where the Developer is a firm:

2.3.1 occurrence of any of the Events specified in sub-clauses 2.2.1 to 2.2.6 inclusive with regard to any member of the firm
2.3.2 a determination or order to wind up

2.4 where the Developer is a company:

2.4.1 liquidation whether compulsory or voluntary
2.4.2 entry into administrative receivership
2.4.3 entry into a company voluntary arrangement for the benefit of its creditors

2.4.4 presentation of a proposal to a nominee in connection with a voluntary arrangement

2.4.5 making of an application for, or any meeting of its members resolving to make an application for an administration order in relation to the Developer

2.4.6 the giving or filing of notice by any party of intention to appoint an administrator

2.4.7 passing of a resolution for winding up or dissolution

2.4.8 the appointment of an administrator

2.4.9 the appointment of an administrative receiver, receiver or manager or supervisor by a creditor or by the court, or the taking of possession of its property under the terms of a fixed or floating charge

2.4.10 the making by the court of a winding up order

2.5 occurrence of any events or proceedings which have an analogous effect to any referred to in Clauses 2.2 to 2.4 (inclusive) above

pay to the County Council within 28 days of a written demand (("the Demand") which Demand shall be deemed and accepted as conclusive evidence that an Event or a combination of Events has occurred) the Specified Sum (as hereinafter defined) provided that the total sums payable by the Surety shall not exceed the Bond Figure

3. The Specified Sum shall be such sum or sums of money as:

3.1 the Director certifies to be necessary:

3.1.1 to complete the Works or reinstate the highway or complete such alternative works as the Director considers appropriate; and

3.1.2 to remedy any defects occurring or discovered during the Maintenance Period; and

3.1.3 to maintain the said alternative works and/or the Works for a period of twelve months following their completion; and

3.1.4 to cover the costs or any other sums due under the terms of the Agreement; and

3.2 such further sums as the Director of Law & Governance may certify to be necessary to fully reimburse the County Council in respect of any costs incurred in the enforcement of the obligations on the part of the Developer under the Agreement and of preparing an alternative contract for the Works and of supervising the execution of this alternative contract

4. The County Council shall be entitled to make more than one Demand under this Bond

5. If no claims shall have been made by the County Council and no claims or liability have arisen under this bond or the Agreement THEN the Bond Figure shall be reduced by fifty per cent (50%) upon issue of the Second Certificate of Completion and the Surety shall be released and discharged upon issue of the Certificate of Maintenance

6. The Demand shall be deemed to be sufficiently served on the Surety if signed by the Director or the Director of Law & Governance and delivered to the Surety at its registered office or its place of business

7. The Surety shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Agreement or in the extent or nature of the Works and no allowance of time by the County Council under or in respect of the Agreement or the Works shall in any way release reduce or affect the liability of the Surety under this Bond

8. Reference wherever it appears in this Deed to the Developer [and the Owner] shall include any successor in title thereto

9. Any capitalised terms that are not specifically defined in this Deed shall have the meaning ascribed thereto in the Agreement

10. This Bond shall be governed by and construed in accordance with the laws of England and the Surety irrevocably submits to the exclusive jurisdiction of the English Courts

11. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Bond save that the terms hereof shall be enforceable by any successor or duly appointed agent or licensee of the County Council as highway authority

EXECUTED as a Deed by [ )
)
](name of surety))
in the presence of :-)

Authorised Signatory

7706/2026

The COMMON SEAL of)
HERTFORDSHIRE COUNTY)
COUNCIL was hereunto affixed)
in the presence of:-)

[redacted]

Stephen Dorman
Assistant Chief Legal Officer

EXECUTED AS A DEED by **BDW TRADING LIMITED**
acting by its Attorneys under a Power of Attorney dated :- 11th July 2025

Signed:.....[redacted].....

Name (Printed): J. ALDEN

As Attorney for BDW Trading Limited in the presence of:-

Witness Signature:...[redacted].....

Witness Name (Print): CHRIS DUNN

Witness Address:.....
WELLSTONES HOUSE
WELLSTONES
WATFORD
WD17 2AF

Occupation: Technical Co-ordinator

Signed:.....[redacted].....

Name (Printed): ILIR GJINI

As Attorney for BDW Trading Limited in the presence of:-

Witness Signature:[redacted].....

Witness Name (Print): CHRIS DUNN

Witness Address:.....
WELLSTONES HOUSE
WELLSTONES
WATFORD
WD17 2AF

Occupation: Technical Coordinator

Date 26th February 2026

HERTFORDSHIRE COUNTY COUNCIL

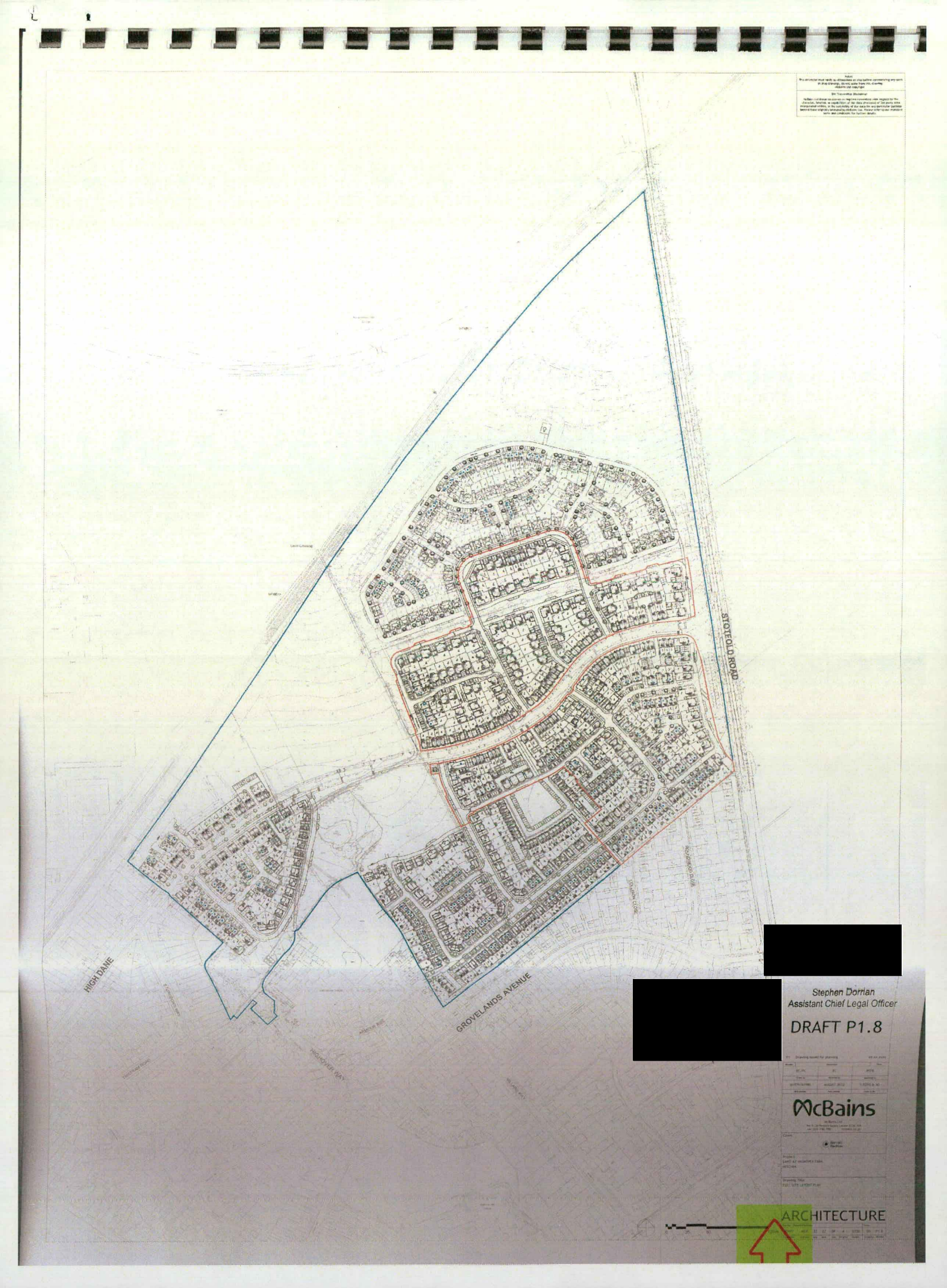
- and -

BDW TRADING LIMITED

Agreement for Highway Works at
Land at Highover Farm, Highover Way, Hitchin
pursuant to S.278 Highways Act 1980

QUENTIN BAKER
Director of Law and Governance
Robertson House
Stevenage
Hertfordshire
SG1 2FQ

REF: 26712


STOTFOLD ROAD
HIGH DANE
GROVELANDS AVENUE
HIGHOVER WAY
[redacted]
[redacted]
Stephen Dorrian
Assistant Chief Legal Officer
DRAFT P1.8
McBains
ARCHITECTURE


DO NOT SCALE
SIGN HERE
SIGN
[redacted]
Stephen Dunlop
Assistant Chief Legal Officer
A14
STREET LIGHTING COLUMN TO BE REMOVED AND CABLING DISCONNECTED
PROPOSED TEMPORARY TRAFFIC SIGNALS
STREET LIGHTING TO BE RETAINED FOR PERMANENT S278 WORKS
No. 61
LAYBY 85.36
RIDGE 89.36
RIDGE 85.11
RIDGE 91.80
TEMPORARY ACCESS
REINSTATEMENT
NOTES
1. NO PRIVATE SURFACE WATER SHALL BE ALLOWED TO DISCHARGE DIRECTLY ONTO THE PUBLIC HIGHWAY OR INTO VERGE. PROVIDE CUT-OFF DRAINS IF APPLICABLE.
2. THE PROPOSED DEPTH OF THE CAPPING LAYER SHALL DEPEND ON THE CBR TEST RESULTS AND AGREED WITH BY THE HIGHWAYS INSPECTOR.
3. ANY DAMAGE CAUSED TO THE EXISTING HIGHWAY DURING THE WORKS SHALL BE REPAIRED TO THE SATISFACTION OF HIGHWAYS INSPECTOR.
4. THE EXISTING PUBLIC HIGHWAY MUST NOT BE USED AS SITE ROADS OR SITES FOR STOCKPILING AND STORING PLANT, MATERIALS OR EQUIPMENT. THE DEVELOPER SHALL BE LIABLE FOR THE COST OF REINSTATEMENT IF ANY DAMAGE HAS BEEN CAUSED TO THE HIGHWAY.
5. NO WORKS TO COMMENCE UNTIL THE 'TRAFFIC MANAGEMENT' SCHEME HAS BEEN APPROVED IN WRITING.
6. MINIMUM HORIZONTAL CLEARANCE FOR SIGN POSTS SHOULD BE 500mm AND 800mm FOR LAMP POST.
SITE BOUNDARY
EXTENTS OF S278 WORKS
EXISTING HIGHWAY BOUNDARY
ADOPTABLE HIGHWAY
NON-ADOPTABLE HIGHWAY
PROPOSED TEMPORARY TRAFFIC LIGHTS
PROPOSED WORKS ON A 30mm x 100m
CATCHPIT MANHOLE AND CHAMBERS
HEADWALL
GULLY AND CONNECTIONS
PROPOSED LIGHTING COLUMN
S4 FOR APPROVAL
BARRATT DAVID WILSON HOMES
MCBURNEY
TOWNHOUSE FARM, HITCHIN
TEMPORARY ACCESS S278 AGREEMENT SHEET 1
HOF-WSP-S278-TA-DR-C-01101
P04
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DO NOT SCALE
TEMPORARY ACCESS
REINSTATEMENT
NOTES
KEY
KEY TO HEALTH AND SAFETY SYMBOLS
S4 - FOR APPROVAL
BARRATT DAVID WILSON HOMES
MCBAINS
HOF-WSP-S278-TA-DR-C-01102
P04
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