



DATED _____ **2025**

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

and

THE DOOR PHC LIMITED

DEED

Under Section 106 of the Town & Country Planning Act
1990 Land at Temple Dinsley
(Formerly Princess Helena College)
Preston, Hitchin SG4 7RT

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

2025

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;

"Application"

means the application for detailed planning permission for the Development submitted to the Council by or on behalf of the Owner with the application plans and other materials on 19th July 2024 and allocated reference number 24/01604/FP;

"Biodiversity Gain Plan"

means the plan submitted to, and approved by the Council, to satisfy the development's biodiversity net gain requirements pursuant to Schedule 7A of the 1990 Act;

"Baseline Survey Collection Date"

means the date on which the Travel Plan baseline surveys are collected to be carried out at the Second Trigger Date and submitted in an updated Travel Plan;

"BCIS Index"

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

"Childcare Facilities Contribution"

means the sum of four hundred and thirty five pounds (£435.00) (Index Linked) based on the Development Mix which shall be applied towards increasing the capacity of 5-11 year old childcare facilities at Preston Primary School (VC) and/or provision serving the development;

"Commencement"

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

- a. site clearance;
- b. demolition of existing buildings (including for the avoidance of doubt the sports hall);

- c. archaeological investigation;
 - d. the assessment of contamination;
 - e. remedial action in respect of any contamination;
 - f. diversion and laying of services;
 - g. the erection of fencing or other means of enclosure for site security;
 - h. the display of advertisements;
 - i. any off-site highways works
- and the terms Commence and Commences shall be construed accordingly;

"Community Centre Contribution"

means the sum of £7,265.00 (Index Linked) which shall be applied towards Preston Village Hall improvements;

"County Council Contributions"

means together

- the Childcare Facilities Contribution;
- the Fire and Rescue Service Contribution
- the Library Service Contribution;
- the Monitoring Contribution;
- the Secondary Education Contribution;
- the Special Education Needs and Disabilities (SEND) Contribution;
- the Travel Plan Evaluation and Support Contribution
- the Youth Service Contribution;
- the Waste Service Recycling Centre Contribution; and
- the Waste Service Transfer Station Contribution

"Development"

means the development authorised by the Planning Permission and described as

"Change of use of the Former Princess Helena College and associated land from a former all-girls boarding school to 69no. private residential dwellings (Use Class C3), including the conversion of and extension to the main Grade II* Listed House to 35no. new apartments, the conversion of the retained Teaching Block to provide 8 new apartments, the demolition of the existing sports hall building and science block and replacement with 20no. new houses and 2no. new apartments, the conversion of the Tank House and the Pump House buildings to provide 2no. detached dwellings and the erection of 2no. new dwellings located within the summerhouse plantation. The provision of a new car-park together with domestic storage units and covered parking bays to include solar PV Panels, and waste storage units and the provision of new driveways and associated works. Erection of 4 no cart lodges/ports. Erection of new sub-station building and plant room. In addition, the associated landscaping of the site including provision of new pathways and gates and the reinstatement of Grade II* Listed Parks and Gardens and the provision of a new Cricket Pitch and associated Cricket Pavilion. (as amended by plans and supporting documents received November and December 2024)"

within the Application;

"District Council Contributions"

means together

- the Play Space Contribution;
- the Picnic Area Contribution;
- the Community Centre Contribution;
- the Pitch Sport Contribution;
- the First Biodiversity Monitoring Contribution;
- the Sustainable Transport Contribution;
- the Second Biodiversity Monitoring Contribution; and
- the NHS Contribution;

“Development Mix”

means the mix of size and tenure of Dwellings set out in Table 1 of Schedule 7 and in the event that this mix should be varied then the relevant County Contributions will be recalculated by the County Council.

“Dwelling”

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

“Fire and Rescue Service Contribution”

means the sum of £1,485.00 (Index Linked) based on the Development Mix which shall be applied towards new appliances and/or provision serving the Development;

“First Biodiversity Monitoring Contribution”

means the sum of £20,000.00 (Index Linked) towards the monitoring of the biodiversity net gain provisions;

“First Trigger Date”

means the Occupation of any of the Dwellings;

“Index Linked”

means

- that for the
 - Childcare Facilities Contribution,
 - the Fire and Rescue Service Contribution,
 - the Library Service Contribution,
 - the Secondary Education Contribution,
 - the Special Education Needs and Disabilities (SEND) Contribution,
 - the Youth Service Contribution and

- the Waste Service Collection and Recycling Centre Contribution

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 (BCIS) from a base figure of the first Quarter of 2022,

and for Waste Service Transfer Station Contribution from a base figure of the third quarter of 2022,

both to the finalised figure applicable to the quarter in which the contribution is paid in accordance with **clause 11.1**;

- that for

- the Monitoring Contribution and
- the Sustainable Transport Contribution

such sum shall be index linked by reference to the Office of National Statistics Index of Monthly Retail Prices Information (RPI) with a base date of July 2021 in accordance with **clause 11.3**

“Interest”

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

“Land”

the land known as Land at Temple Dinsley (Formerly Princess Helena College) Preston, Hitchin SG4 7RT which for identification purposes only is shown edged red on Plan 1;

“Library Service Contribution”

means the sum of thirteen thousand three hundred and sixty pounds (£13,360.00) based on the Development Mix (Index Linked) which shall be applied towards the cost of increasing the capacity of Hitchin Library and/ or provision serving the Development;

“Monitoring Contribution”

means the sum of one thousand two hundred and sixty pounds (£1,260.00) (Index Linked) as hereinafter provided;

“NHS”

means the East and North Hertfordshire Clinical Commissioning Group (CCG) of Charter House, Parkway Welwyn Garden City Hertfordshire AL8 6JL;

“NHS Contribution”

means the sum of £81,696.00 (Index Linked) towards either (i) the reconfiguration and refurbishment of existing premises identified in Hitchin or (ii) the provision of a new facility to accommodate existing relocated services in Hitchin;

“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;

“Permissive Paths”

means the Permissive Paths shown which for identification purposes only are shown with a broken purple line on Plan 1;

“Pitch Sport Contribution”

means the sum of £175,000.00 (Index Linked) which shall be applied towards the Cricket Pitch and Pavillion at the Development;

“Picnic Area Contribution”

means the sum of £4,400.00 (Index Linked) which shall be applied towards the Picnic area at the Millennium Playground;

“Play Space Contribution”

means the sums of £9,400.00 and £10,740.00 (Index Linked) which shall be applied towards the enhancement and maintenance of

- a Local Area for Play (LAP) and a roundabout at the Millenium Playground and;
- a Local Equipment Area for Play (LEAP) Multiverse Activity Centre at the Recreation Ground and replacement swings at the Recreation Ground;

respectively;

“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;

“Resident Travel Pack”

means a welcome pack for occupants of the Dwellings containing up-to-date details of sustainable travel options in the local area

“RPI”

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

“Second Biodiversity Monitoring Contribution”

means the sum of £19,977.00 Index Linked towards the monitoring of the biodiversity net gain provisions;

“Second Trigger Date”

means the Occupation of 50% of the Dwellings;

“Secondary Education Contribution”

means the sum of three hundred and fifty thousand eight hundred and forty eight pounds (£350,848.00) (Index Linked) based on the Development Mix which shall be applied towards the expansion of the Priory Secondary School and/or provision serving the Development;

“Secretary of State”

means the Secretary of State for Communities and Local Government (as that title is used in the Secretary of State for Communities and Local Government Order 2006 (SI 2006/1926)) or such other office holder who at the relevant time is the person to whom an appeal may be made under Section 78 (1) of the 1990 Act;

“Sport England Obligations”

means the obligations or activities specified in Schedule Five to this Deed;

“Special Educational Needs and Disabilities (SEND) Contribution”

means the sum of forty five thousand four hundred and forty eight pounds (£45,448.00) (Index Linked) based on the Development Mix which shall be applied towards the delivery of new Severe Learning Difficulties (SLD) special school places (EAST) for pupils aged 2 to 19 years old and/or provision serving the Development;

“Sustainable Transport Contribution”

means the sum of £16,000.00 (Index Linked) which shall be applied to promote

the use of Sustainable Transport Modes (meaning any efficient, safe and accessible means of transport with overall low impact on the environment, including walking and cycling, car sharing and public transport) by residents of the Development;

“Travel Plan”

means the travel plan to be submitted by the Owner pursuant to paragraph 5 of Schedule Two

“Travel Plan Annual Review”

means an annual data collection study reviewing and monitoring the provisions of the Travel Plan (as more fully set out therein) such annual study to be carried out annually with the provisions of paragraph 7.4(d) of the Second Schedule in accordance with the provisions of the County Council’s Travel Plan Guidance (such version current as at the date of Commencement of the Development) and to be undertaken from the date of the Occupation of fifty percent (50%) of the Development and then annually in the corresponding calendar month.

“Travel Plan Co-Ordinator”

means a person appointed by the Owner and approved by the County Council who shall be responsible for managing on behalf of the Owner the implementation monitoring progression reporting and review of the Travel Plan and the day to day management of the steps identified in the Travel Plan in order to achieve its objectives and targets

“Travel Plan Evaluation and Support Contribution”

means the sum of six thousand pounds (£6,000.00) (Index Linked as hereinafter provided) as a contribution towards the cost of the County Council (1) administering and monitoring the objectives of the Travel Plan and of engaging in any Travel Plan Annual Review pursuant to this Deed and (2) administering and monitoring the objectives of, or engaging in any review of, a travel plan in relation to the development pursuant to the requirements of the Planning Permission

“Travel Plan Guidance”

means the County Council’s document entitled ‘Developing a Green Travel Plan – A Guidance Note’ which can be found at <https://www.hertfordshire.gov.uk/media-library/documents/highways/development-management/travel-plan-guidance.pdf>

or such version current as at the date of submission of the Travel Plan

“Travel Plan Remedial Measures Notice”

means a notice in writing served on the Owner via the Travel Plan Co-Ordinator by the County Council where the Owner has failed to meet one or more of the targets identified in the Travel Plan specifying the remedial measures and/or actions required to be taken by the Owner to remedy the failed implementation towards the agreed targets with a reasonable time provision

“Waste Service Recycling Centre Contribution”

means the sum of five thousand five hundred and ten pounds (£5,510.00) (each Index Linked) based on the Development Mix towards the expansion provision at Stevenage Recycling Centre and/or provision serving the Development;

"Waste Service Transfer Station Contribution"

means the sum of eleven thousand eight hundred and forty-nine pounds (£11,849.00) (Index Linked) based on the Development Mix towards the new Northern Transfer Station and/or provision serving the Development

"Working Day"

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

"Youth Service Contribution"

means the sum of seven thousand and thirteen pounds (£7,013.00) (Index Linked) based on the Development Mix which shall be applied towards increasing the capacity of Youth provision within Hitchin and surrounding areas and/or provision serving the Development;

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

- 2.8 any provision of this Deed which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Deed; and
- 2.9 any covenant by the Owner not to do any act or thing includes a covenant not to permit, allow or suffer the doing of that act or thing.

3. **STATUTORY PROVISIONS AND COVENANTS**

- 3.1 This Deed and the covenants within it are made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council and the County Council against the Owner and each of their successors in title and assigns to each and every part of the Land and any person deriving title to each and every part of the Land through or under the Owner (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 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
 - 3.3.2 The provisions contained in this Deed shall not be binding against any individual owner or occupier or any mortgagee of any individual owner or occupier of a Dwelling comprised within the Development once they have been complied with; and
 - 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) the Commencement of Development

save for the provisions of clauses 12 to 20 which shall come into effect immediately upon completion of this Deed.

5. PLANNING OBLIGATIONS

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

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

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

5.4 The Owner covenants with the Council and the County Council to observe and perform the Sport England Obligations specified in Schedule Five to this Deed.

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

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

7. WAIVER

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

upon any subsequent breach or default of any of the covenants.

8. CONSENTS

- 8.1 The Owner warrants and confirms that it has obtained all necessary permissions and consents to it entering into this Deed.
- 8.2 The Owner warrants and confirms that it is the freehold owner of the Land with full power to enter into this Deed.
- 8.3 The Owner warrants and confirms that the Land is free from all mortgages charges or other encumbrances and that no other person has an interest in the Land whose consent is necessary to make this Deed binding on the Land and all estates and interests in it.

9. SUCCESSORS IN TITLE

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

10. PLANNING PERMISSION

- 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 BCIS 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:

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

A is the total amount to be paid;

B is the principal sum stated in this Deed;

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

D is the figure for first Quarter of 2022 applicable to the Childcare Facilities Contribution, the Fire and Rescue Service Contribution, the Library Service Contribution, the Secondary Education Contribution, the Libraries Contribution, the Secondary Education Contribution, the Special Education Needs and Disabilities (SEND) Contribution, the Youth Service Contribution and the Waste Service Collection and Recycling Centre Contribution and,

the third Quarter of 2022 for Waste Service Transfer Station Contribution.

C/D = is equal or greater than 1

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

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

A is the total amount to be paid;

B is the principal sum stated in this Deed;

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

D is the Office of National Statistics Index of Monthly Retail Prices Information figure from July 2021 for the Monitoring Contribution and first Quarter of 2024 for the Travel Plan Evaluation and Support Contribution.

C/D = is equal or greater than 1

11.4 It is further agreed by the parties that:

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

and

11.4.2 where any sum to be paid by the Owner under the terms of this Deed is required to be Index-Linked then an interim payment shall initially be made based on the latest available forecast figure at the date of payment and any payment or payments by way of adjustment shall be made within 14 days of demand by the Council or County Council to the payer of the interim payment (as the case may be) once the relevant index has been finalised.

11.5 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 Owner shall pay the Council's and the County Council's reasonable legal costs plus disbursements incurred in connection with the preparation negotiation and completion of this Deed 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 1st Dwelling;

15.3 the Occupation of 50% of the Dwellings;

15.4 the completion of the Development;

15.5 any change of any interests in the Land occurring before all of the obligations under this Deed have been discharged such notice to give details of the

transferee's full name and registered office (if a company or usual address if not) together with the area of Land purchased by reference to a plan.

16. SERVICE OF NOTICES AND DOCUMENTS

Any notice required or authorised to be given by any Party shall be in writing in the form of proforma set out in Schedule Five and shall contain the Application reference number 24/01604/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 xxx]

The County Council Director of Legal Services Hertfordshire County Council
County Hall Hertford Hertfordshire SG13 8DE (ref DU
0024533)

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

The Owner The Door PHC Limited whose registered office is at Haslers
Hawke House, Old Station Road, Loughton, Essex, IG10 4PL
(ref Russell Prince)

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. MISCELLANEOUS

- 18.1 Without prejudice to the Council's and the County Council's statutory rights the Owner hereby grants to the Council and/or the County Council or any person duly authorised or instructed by it an irrevocable licence at all reasonable times to enter any part of the Land to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed provided that the Council or County Council gives the Owner two days' notice and complies with any reasonable on site health and safety requirements of the Owner during any such inspection.
- 18.2 At the written request of the Owners at any time after the planning obligations have been fully and satisfactorily discharged/performed, the Council may issue the Owner with written confirmation of the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 18.3 Nothing in this Deed shall be construed as affecting prohibiting or limiting any rights to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted whether before or after the date of this Deed by the Council the County Council or the Secretary of State or any other competent authority.
- 18.4 Where any approval, agreement, consent, confirmation or expression of satisfaction is required under the terms of this Deed the request for it shall

be made in writing and where a request is made the approval, agreement, consent, confirmation or expression of satisfaction shall not be unreasonably withheld or delayed.

19. JURISDICTION

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

19.2 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.

20. EXECUTION

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

SCHEDULE ONE

DRAFT PLANNING PERMISSION



www.north-herts.gov.uk

NORTH HERTFORDSHIRE DISTRICT COUNCIL

Town and Country Planning Act 1990

DRAFT DECISION NOTICE

Correspondence Address:

Sworders
The Gatehouse
Hadham Hall
Little Hadham
Ware
SG11 2EB
United Kingdom

Applicant:

Mr Russell Prince

PARTICULARS OF DEVELOPMENT

Application: 24/01604/FP

Proposal: Change of use of the Former Princess Helena College and associated land from a former all-girls boarding school to 69no. private residential dwellings (Use Class C3), including the conversion of and extension to the main Grade II* Listed House to 35no. new apartments, the conversion of the retained Teaching Block to provide 8 new apartments, the demolition of the existing sports hall building and science block and replacement with 20no. new houses and 2no. new apartments, the conversion of the Tank House and the Pump House buildings to provide 2no. detached dwellings and the erection of 2no. new dwellings located within the summerhouse plantation. The provision of a new car-park together with domestic storage units and covered parking bays to include solar PV Panels, and waste storage units and the provision of new driveways and associated works. Erection of 4 no cart lodges/ports. Erection of new sub-station building and plant room. In addition, the associated landscaping of the site including provision of new pathways and gates and the reinstatement of Grade II* Listed Parks and Gardens and the provision of a new Cricket Pitch and associated Cricket Pavilion. (as amended by plans and supporting documents received November and December 2024)

Location: Temple Dinsley, (formerly The Princess Helena College),
School Lane, Preston, Hertfordshire, SG4 7RT

Plan Nos:

641-KS-01-XX-DR-A-10001	641-KS-01-MB-DR-A-02010
641-KS-01-MB-DR-A-02020	641-KS-01-MB-DR-A-02021
641-KS-01-MB-DR-A-02022	641-KS-01-MB-DR-A-02023
641-KS-01-MB-DR-A-02030	641-KS-01-MB-DR-A-02031
641-KS-01-MB-DR-A-02032	641-KS-01-MB-DR-A-02033
641-KS-01-MB-DR-A-02040	641-KS-01-MB-DR-A-02041
641-KS-01-MB-DR-A-02042	641-KS-01-MB-DR-A-02050
641-KS-01-TB-DR-A-02010	641-KS-01-TB-DR-A-02011
641-KS-01-TB-DR-A-02012	641-KS-01-TB-DR-A-02001
641-KS-01-TH-DR-A-02010	641-KS-01-TH-DR-A-02020
641-KS-03-XX-DR-A-00000	641-KS-03-XX-DR-A-00001
641-KS-03-XX-DR-A-00002	641-KS-03-XX-DR-A-10002
641-KS-03-XX-DR-A-00300	641-KS-03-XX-DR-A-00301
641-KS-03-XX-DR-A-00302	641-KS-03-XX-DR-A-00303
641-KS-03-XX-DR-A-00304	641-KS-03-XX-DR-A-00305
641-KS-03-XX-DR-A-10300	641-KS-03-XX-DR-A-10301
641-KS-03-XX-DR-A-10302	641-KS-03-XX-DR-A-10303
641-KS-03-XX-DR-A-10304	641-KS-03-XX-DR-A-10305
641-KS-03-XX-DR-A-10500	641-KS-03-XX-DR-A-10501
641-KS-03-MB-DR-A-02010	641-KS-03-MB-DR-A-02020
641-KS-03-MB-DR-A-02021	641-KS-03-MB-DR-A-02022
641-KS-03-MB-DR-A-02023	641-KS-03-MB-DR-A-02030
641-KS-03-MB-DR-A-02031	641-KS-03-MB-DR-A-02032
641-KS-03-MB-DR-A-02033	641-KS-03-MB-DR-A-02040
641-KS-03-MB-DR-A-02041	641-KS-03-MB-DR-A-02042
641-KS-03-MB-DR-A-02050	641-KS-03-MB-DR-A-12010
641-KS-03-MB-DR-A-12020	641-KS-03-MB-DR-A-12021
641-KS-03-MB-DR-A-12022	641-KS-03-MB-DR-A-12023
641-KS-03-MB-DR-A-12030	641-KS-03-MB-DR-A-12031
641-KS-03-MB-DR-A-12032	641-KS-03-MB-DR-A-12033
641-KS-03-MB-DR-A-12040	641-KS-03-MB-DR-A-12041
641-KS-03-MB-DR-A-12042	641-KS-03-TB-DR-A-02010
641-KS-03-TB-DR-A-02011	641-KS-03-TB-DR-A-02012
641-KS-03-TB-DR-A-02013	641-KS-03-TB-DR-A-12010
641-KS-03-TB-DR-A-12011	641-KS-03-TB-DR-A-12012
641-KS-03-TB-DR-A-12020	641-KS-03-TH-DR-A-02010
641-KS-03-TH-DR-A-12010	641-KS-03-PH-DR-A-02001
641-KS-03-PH-DR-A-12010	641-KS-03-SB-DR-A-02001
641-KS-03-SP-DR-A-02001	641-KS-03-BV-DR-A-02001
641-KS-03-PG-DR-A-02001	641-KS-04-MB-DR-A-02001
641-KS-04-MB-DR-A-02002	641-KS-04-MB-DR-A-12001
641-KS-04-MB-DR-A-12002	641-KS-04-MB-DR-A-12003
641-KS-04-MB-DR-A-12004	641-KS-04-TB-DR-A-02001
641-KS-04-TB-DR-A-12001	641-KS-06-MB-DR-A-12010
641-KS-06-MB-DR-A-12011	641-KS-06-MB-SH-A-90010
641-KS-06-MB-SH-A-90020	641-KS-06-MB-SH-A-90030
641-KS-06-MB-SH-A-90040	641-KS-06-MB-SH-A-90050
641-KS-06-MB-SH-A-90060	641-KS-06-MB-SH-A-90070
641-KS-06-MB-DR-A-02090	641-KS-06-MB-DR-A-02091
641-KS-06-MB-DR-A-12090	641-KS-06-MB-SH-A-

90090	641-KS-06-MB-SH-A-90100	641-KS-06-MB-SH-A-
90110	641-KS-06-MB-SH-A-90120	641-KS-06-MB-SH-A-
90130	641-KS-06-MB-SH-A-90140	641-KS-06-MB-SH-A-
90150	641-KS-06-MB-SH-A-90160	641-KS-06-MB-SH-A-
90170	641-KS-06-MB-SH-A-90180	641-KS-06-MB-SH-A-
90190	641-KS-06-MB-SH-A-90200	641-KS-06-MB-SH-A-
90210	641-KS-06-MB-SH-A-90220	641-KS-06-MB-SH-A-
90230	641-KS-06-MB-SH-A-90240	641-KS-06-MB-SH-A-
90280	641-KS-06-MB-SH-A-90250	641-KS-06-MB-SH-A-
90260	641-KS-06-MB-SH-A-90270	641-KS-06-MB-SH-A-
90290	641-KS-06-MB-SH-A-90300	641-KS-06-MB-SH-A-
90310	641-KS-06-MB-SH-A-90320	641-KS-06-MB-SH-A-
90330	641-KS-06-MB-SH-A-90340	641-KS-06-MB-SH-A-
90350	641-KS-06-MB-SH-A-90900	641-KS-06-MB-SH-A-
90910	641-KS-06-MB-SH-A-90920	641-KS-06-MB-SH-A-
90930	641-KS-06-MB-SH-A-90910	641-KS-06-MB-SH-A-
90940	641-KS-06-MB-SH-A-90950	641-KS-06-MB-SH-A-
90960	641-KS-06-TB-SH-A-90360	641-KS-06-TB-SH-A-
90370	641-KS-06-TB-SH-A-90380	641-KS-06-TB-SH-A-
90390	641-KS-06-TB-SH-A-90400	641-KS-06-TB-SH-A-
90410	641-KS-06-TB-SH-A-90420	641-KS-06-TB-SH-A-
90430	641-KS-06-TH-SH-A-90680	641-KS-06-PH-SH-A-
90690	641-KS-30-XX-DR-A-00001	641-KS-30-XX-DR-A-
00002	641-KS-30-MB-DR-A-02010	641-KS-30-MB-DR-A-
02020	641-KS-30-MB-DR-A-02021	641-KS-30-MB-DR-A-
02022	641-KS-30-MB-DR-A-02023	641-KS-30-MB-DR-A-
02030	641-KS-30-MB-DR-A-02031	641-KS-30-MB-DR-A-
02032	641-KS-30-MB-DR-A-02033	641-KS-30-MB-DR-A-
02040	641-KS-30-MB-DR-A-02041	641-KS-30-MB-DR-A-
02042	641-KS-30-MB-DR-A-02050	641-KS-30-TB-DR-A-
02010	641-KS-30-TB-DR-A-02011	641-KS-30-TB-DR-A-
02012	641-KS-30-TB-DR-A-02401	

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 19 July 2024, subject to the following condition(s):

Biodiversity Net Gain

1. The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 is that planning permission granted for the development of land in England is deemed to have been granted subject to the condition "(the biodiversity gain condition)" that development may not begin unless:
 - (a) a Biodiversity Gain Plan has been submitted to the planning authority, and
 - (b) the planning authority has approved the plan.

The planning authority, for the purposes of determining whether to approve a Biodiversity Gain Plan if one is required in respect of this permission would be North Herts Council. There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always

apply. Based on the information available this permission is considered to be one which will require the approval of a biodiversity gain plan before development is begun because none of the statutory exemptions or transitional arrangements are considered to apply

Planning Conditions

1. The development hereby permitted shall be begun before the expiration of three 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 (including the Heritage Statement Addendum received 19th November 2024) and other plans listed above.

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

3. The demolition of the sport hall and associated link to the Teaching Block shall be carried out in accordance with the following documents -
 - a. Demolition - AFP Consulting Engineers Method Statement dated 07/11/24 and Demcom Method Statement dated 31/11/24 and the Demolitions Key Plan
 - b. Construction Traffic Management Plan by EAS Transport Planning Ltd (dated 13th December 2024)
 - c. Ecological Impact Avoidance Statement (email dated 18 December 2024)
 - d. Arboricultural Method Statement and associated plan (Sports Hall only) by Sharon Hosegood Associates (dated 20 December 2024)
 - e. Method Statement Sports Hall Abutment Demolition by Kay Pilsbury Thomas Architects (received 20 December 2024)For the avoidance of doubt, demolition is permissible up to but not including the slab of the two structures.

Reason: In the interests of residential amenity, to ensure that works are ecologically sensitive and do not result in adverse impacts to protected species, to ensure protection of on site trees, in the interests of land contamination protection and in the interests of protecting any archaeological remains.

4. No development / works shall commence (except for the demolition of the Sports Hall and link to the Teaching Block as identified on the submitted drawings and detailed in the Method Statement Sports Hall Abutment Demolition by Kay Pilsbury Thomas Architects received 20 December 2024) until a phasing plan has been submitted to and approved in writing by the Local planning authority. The phasing plan shall set out the phasing of all building operations (including demolition works) and landscaping works together with the delivery of permissive footpaths. Thereafter, the development shall be carried out in accordance with the approved phasing plan unless otherwise agreed in writing by the local planning authority.

Reason: To ensure a satisfactory standard of development and to ensure the protection and enhancement of heritage and natural assets within the site.

5. All demolition works shall be carried out in accordance with the AFP Consulting Engineers Method Statement dated 07/11/24, Demcom Method Statement dated 31/11/24 and the Demolitions Key Plan and the Sustainability Assessment by Kay Pilsbury Thomas Architects and SCABAL unless otherwise approved in writing by the local planning authority.

Reason: To ensure a satisfactory standard of development and in the interests of residential amenity.

6. None of the trees and hedges identified in the submitted Tree Assessment as being retained on the application site shall be felled, lopped, topped, uprooted, removed or otherwise destroyed without the prior written agreement of the Local planning authority. Refer to preliminary Arboricultural Assessment.

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

7. Notwithstanding the details submitted, prior to the commencement of each phase of development as agreed pursuant to condition 4 (except for the demolition of the sports hall and associated link to the Teaching Block - refer to condition 3), the following documents shall be prepared having regard to BS5837 (Trees in relation to construction) and then submitted to and approved in writing by the local planning authority -

- (i) Arboricultural Method Statement(s)
- (ii) Tree Protection Plan(s) and a
- (iii) a Veteran Tree Management Plan
- (iv) external underground service plan illustrating the routes of all cables and pipes.

In relation to demolition of the Sports Hall and associated link to the Teaching Block, demolition works shall be carried out in accordance with the Arboricultural Method Statement and associated plan by Sharon Hosegood Associates (dated 20 December 2024). Thereafter, the development shall be carried out and completed in accordance with the approved details.

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

8. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 as amended no development as set out in Schedule 2 Part 1 (Classes A, B, C, D, E, F, G and H), Part 2 (Classes A, B, C, D, E and F) and Part 14 (Classes A, B, C, D, E, F, G, H and I) 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 Green Belt, to

protect arboricultural interests and to ensure the long term protection of the habitats and species.

Reason: To ensure that alterations to permitted dwellings are appropriate in a heritage context and to maintain the visual appearance of buildings.

9. Individual private curtilages to each dwelling house shall be as set out of the drawing 641-KS-70-XX-DR-A-11100-Layout-P03 (Land Uses) as identified in light green unless otherwise agreed in writing by the LPA.

Reason: In the interests of residential occupiers amenity and for the avoidance of doubt.

10. Within 6 months of the first occupation of the permitted residential units, footpaths and road crossings and other highway improvements shall be provided along School Lane and Hitchin Road as identified on preliminary EAS Transport Planning drawing SK02 REVA and SK03 REVA. The final details of these works shall be agreed in conjunction with appropriate parties. These works shall be secured and undertaken as part of the s278 works.

Reason: To ensure the safety and convenience of occupants and other pedestrians between the site and the public highway and village.

11. The development shall be carried out in complete accordance with the Demolition and Construction Management Plan/ Construction Traffic Management Plan by EAS Transport Planning Ltd (dated 13th December 2024) unless otherwise agreed in writing by the local planning authority.

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

12. Car and cycle parking facilities shall be made available for use for both residents and visitors before occupation of individual units and thereafter retained in perpetuity.

Reason: To ensure that there is adequate parking facilities for residents and visitors in the interests of visual amenity and highway safety.

13. Prior to the commencement of any hard landscaping works, full details of all hard landscaping (including repairs to curtilage listed terraces, walkways and structures and retaining walls and features) for each phase as identified on the approved phasing plan shall be submitted to and approved in writing by the local planning authority. The detailed proposals shall be broadly in accordance with the preliminary landscaping plans provided by George Carter Garden Design and Livingston Eyre Associates hereby approved as part of this consent/permission.

Where appropriate, sectional drawings to illustrate levels, ramps, gradients, retaining walls and other features shall be provided. The development shall be carried out in accordance with the approved details and completed in accordance with the phasing plan.

Reason: To ensure that the registered park and gardens and wider grounds are restored and planted in an appropriate manner in the interests of protecting and enhancing heritage assets.

14. Prior to the commencement of any soft landscaping works, full details of all soft landscaping proposals including boundary treatments (including garden restoration scheme) for each phase as identified on the phasing plan shall be submitted to and approved in writing by the local planning authority. The detailed proposals shall broadly in accordance with the preliminary landscaping plans provided by George Carter Garden Design and Livingston Eyre Associates submitted with the application. It shall include full details of a Community Growing Space in the small herbaceous border to comprise either conventional allotments or other shared community growing space as outline on Livingston Eyre's Landscape Strategy received 20/11/24 and which shall be made available for residents within 6 months of the full occupation of the Main Building refurbishment. The development shall be carried out in accordance with the approved details and completed in accordance with the phasing plan.

Reason: To ensure that the registered park and gardens and wider grounds are restored and planted in an appropriate manner in the interests of protecting and enhancing heritage assets.

15. Within 6 months of the final occupation of the residential development hereby permitted, a Comprehensive Management and Maintenance Plan (CMMP) for the Registered Park and Gardens and wider parkland grounds including management responsibilities, maintenance schedules for all landscape areas (other than small, privately owned, domestic gardens) and the approach to dealing with the replacement of failed new planting shall be submitted to and approved in writing by the local planning authority. Thereafter, the Plan shall be implemented in accordance with the approved details.

Reason: To ensure that the Registered Park and Garden and wider grounds are maintained in an appropriate manner in perpetuity.

16. With the exception of above slab level demolition works of buildings identified on the Key Demolitions Plan, no other demolition or development works shall take place/commence until an Archaeological Written Scheme of Investigation has been submitted to and approved by the local planning authority in writing. The scheme shall include an assessment of archaeological significance and research questions; and:
 - A. The programme and methodology of site investigation and recording
 - B. The programme for post investigation assessment
 - C. Provision to be made for analysis of the site investigation and recording
 - D. Provision to be made for publication and dissemination of the analysis and records of the site investigation

E. Provision to be made for archive deposition of the analysis and records of the site investigation

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

Reason: To ensure the protection of heritage assets of archaeological interest.

17. Other than the demolition works up to but not including the slab level as defined in the AFP Consulting Engineers Method Statement dated 07/11/24 and the Demcom Method Statement dated 31/11/24 and the Demolitions Key Plan, no other development shall take place/commence in accordance with the programme of archaeological works set out in the Written Scheme of Investigation approved under condition 17.

Reason: To ensure the protection of heritage assets of archaeological interest.

18. A phase of development (as agreed by condition 4) shall not be occupied for residential purposes until the site investigation and post investigation assessment has been completed in accordance for that phase with the programme set out in the Written Scheme of Investigation approved under condition 17 and the provision made for analysis and publication where appropriate.

Reason: To ensure the protection of heritage assets of archaeological interest.

19. The development shall be carried out in accordance with the Gillieron Scott Acoustic Design Feasibility Report submitted with the application and dated 01.07.24 unless otherwise approved in writing by the Local planning authority.

Reason: To ensure residents have a satisfactory noise environment.

20. The development shall be implemented in accordance with the Community Liaison Strategy as set out in paragraphs 3.34 - 3.36 of the Construction Traffic Management Plan.

Reason: In the interests of residential amenity for the duration of construction works.

21. Noisy construction activities (i.e. noisy at a nearby residential receptor or other near noise sensitive premises) shall occur only between 0800 and 1800 hours Monday to Friday and between 0800 and 1300 hours on Saturdays. There shall be no noisy works on Sundays or Bank/Public Holidays.

Reason: To protect the amenity of nearby residential occupiers.

22. Prior to the commencement of construction works on new buildings works for each phase as identified on the phasing plan approved under condition 4 (except for the demolition of the sports hall and associated link to the Teaching Block) up to but

not including slab level), a Phase 2 contamination investigation report shall be submitted to and approved in writing by the Local planning authority. Where found to be necessary by the phase 2 report a remediation strategy to deal with the risks associated with contamination of the site shall also be submitted to and approved in writing by the local planning authority. The remediation strategy shall include an options appraisal giving full details of the remediation measures required and how they are to be undertaken. The strategy shall include a plan providing details of how the remediation works shall be judged to be complete and arrangements for contingency action. The demolition of the sports hall and associated link to the Main Building shall be carried out in accordance with the Demolition Management Strategy documents AFP Consulting Engineers Method Statement dated 07/11/24 and the Demcom Method Statement dated 31/11/24 and the Demolitions Key Plan.

Reason: To protect human health and to ensure that no future investigation is required under Part 2A of the Environmental Protection Act 1990.

23. Prior to any dwelling hereby permitted being occupied under each phase of development (as agreed under condition 4), a land contamination validation report shall be submitted and approved in writing by the local planning authority to demonstrate the effectiveness of any agreed Remediation Strategy. Any such validation shall include responses to any unexpected contamination discovered during works.

Reason: To protect human health and to ensure that no future investigation is required under Part 2A of the Environmental Protection Act 1990.

24. If during any phase of development (as agreed under condition 4) contamination is found during development works, it shall be reported in writing immediately to the local planning authority. An investigation and risk assessment shall then be undertaken by a competent person, in accordance with BS10175:2011. A written report of the findings should be submitted to and approved in writing to the Local planning authority. Following completion of remedial measures a verification report shall be prepared that demonstrates the effectiveness of the remediation carried out. No part of the relevant phase of development should be occupied until all remedial and validation works have been approved in writing by the local planning authority.

Reason: To protect human health and to ensure that no future investigation is required under Part 2A of the Environmental Protection Act 1990.

25. Prior to occupation of each of the permitted dwellings, Electric Vehicle (EV) domestic charging points shall be installed for each dwelling in accordance with approved plans and details and shall be available for use. Thereafter, the EV charging points shall be retained in perpetuity unless otherwise agreed in writing by the local planning authority.

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.

26. Prior to the occupancy of each dwelling, the relevant external waste storage facilities shall be made available for residents of the relevant dwelling(s). Upon

completion of the development, all waste storage areas shall be retained in perpetuity for waste storage purposes.

Reason: To ensure satisfactory areas are made available for waste storage for dwelling occupiers and in the interests of visual amenity of the site and setting of heritage assets.

27. The development shall be carried out in accordance with the Energy Statement prepared by CBG Consultants where amended by the Sustainability Assessment submitted by SCABAL and Kay Pilsbury Thomas Architects 19th November 2024.

Reason: For the avoidance of doubt and to ensure that the development delivers the specified sustainability benefits.

28. Within 6 months of final occupation of the development, a post construction energy and sustainability statement shall be submitted to and approved in writing by the local planning authority confirming the actual Passive Design & Fabric Performance (Theme 1) and Achieving low-carbon energy performance of the development (Theme 2) compared to the approved pre-construction Energy Statement and Sustainability Assessment.

Reason: To ensure that the development is energy efficient and delivers the specified sustainability benefits as set out in the approved Energy Statement and Sustainability Assessment.

29. Prior to the commencement of any works to the buildings known as Main Building, Science Block, Tank House and Pump House, the developer shall submit either (a) a licence issued by Natural England authorizing the specified activity/development to go ahead; or (b) a statement in writing from the relevant licensing body to the effect that it does not consider that the specified activity/development will require a licence. Works may only commence to these buildings once the local planning authority has provided its written approval of the licence or statement.

Reason: To ensure that protected species are adequately protected.

30. Prior to the commencement of each phase of development as agreed under condition 4 (except for the demolition of the sports hall and the associated link to the Teaching Block), an Ecological Enhancement Plan (EEP) for the creation of new wildlife features such as hibernacula, the inclusion of integrated bird/bat and bee boxes in buildings/structures and if appropriate, hedgehog pathways, has been submitted to and approved in writing by the Local Planning Authority. The content shall include the following -
- a) purpose and objectives for the proposed works;
 - b) detailed design(s) and/or working method(s) necessary to achieve stated objectives (including, where relevant, type and source of materials to be used);
 - c) extent and location of proposed works shown on appropriate scale maps and plans;
 - d) timetable for implementation, demonstrating that works are aligned with the proposed phasing of construction;
 - e) persons responsible for implementing the works;

f) details of initial aftercare and long-term maintenance.

Thereafter, the works shall be carried out strictly in accordance with the approved details and be retained in that manner thereafter.

Reason: To ensure that the development delivers appropriate wildlife improvement measures in the interests of biodiversity and ecology.

31. Prior to the commencement of construction works on new buildings for each phase as agreed under condition 4 (except for the demolition of the sports hall and the associated link to the Teaching Block), a lighting design strategy addressing the issues as set out below shall be submitted to and approved in writing by the local planning authority.

(A) Biodiversity

(i) identify those areas/features on site to which bats and other nocturnal species are particularly sensitive and that are likely to cause disturbance in or around their breeding sites and resting places, or along important routes used to reach key areas of their territory, for example, for foraging, and;

(ii) provide full details of all external lighting proposals (both freestanding and attached to buildings and structures) to comprise locations, cable routes, design and appearance, appropriate lighting contour plans and technical specifications together with a written statement by a suitably qualified person explaining how the proposals will not disturb or prevent the above species using their territory or having access to their breeding sites and resting places.

(B) heritage assets

(i) identify locations of proposed lighting together with cable routes, design and appearance and lux levels.

All external lighting shall be installed in accordance with the specifications and locations set out in the strategy, and these shall be maintained thereafter in accordance with the strategy. Under no circumstances should any other external lighting be installed unless agreed in writing by the local planning authority.

Reason: In the interests of ecology and habitat and species protection, in the interests of protecting the character of the Green Belt, in the interest of protecting trees within the plantation and in the interests of protecting heritage assets

32. Prior to the commencement of any engineering works associated with the approved East Car Park, details of a lockable grille to secure the entrance to the Ice House to allow bat access and prevent humans or domestic pets from entering shall be submitted to and approved in writing by the local planning authority. Thereafter, the grille shall be installed before the East Car Park is first brought into use.

Reason: The Ice House is identified as a Local Wildlife Site (LWS) due to its value as a hibernation roost for Daubenton's, Natterer's and Brown Long Eared bats and in the interests of species and habitat protection.

33. Prior to the commencement of development including ground works or vegetation clearance (except for the demolition of the sports hall and associated link to the Teaching Block), a Biodiversity Construction Environmental Management Plan (BCEMP) has been submitted to and approved in writing by the local planning

authority. The BCEMP should be informed by the Ecological Appraisal provided with the application dated July 2024 and include the following -

- a) Risk assessment of potentially damaging construction activities (excluding the .
- b) Identification of "biodiversity protection zones".
- c) Practical measures to avoid or reduce impacts during construction.
- d) The location and timing of sensitive works to harm to biodiversity features.
- e) The times during construction when specialist ecologists need to be present on site to oversee works.
- f) Responsible persons and lines of communication.
- g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.
- h) Use of protective fences, exclusion barriers and warning signs.

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

Reason: To ensure the protection of species and habitats.

34. Prior to the commencement of any construction works to the Summer House or Harwood House properties, full details of external living spaces to include but not limited to hardstanding areas, patios, decking areas have been submitted to and approved in writing by the local planning authority. The development of these two properties shall be carried out in accordance with approved details and those approved pursuant to this condition. Thereafter, the proposals shall be retained in perpetuity unless expressly approved by a new planning permission.

Reason: In the interests of protecting the Green Belt, protecting trees within the plantation and in the interests of ecology and habitat and species protection.

35. Prior to the commencement of the properties known as Summer House and Harwood House, a bat monitoring programme for the summerhouse plantation area shall be submitted to and approved in writing by the local planning authority. Thereafter, the development shall be carried out in accordance with the approved programme.

Reason: In the interests of protecting bats and their habitats.

36. Prior to the commencement of the East Car Park, full details of the energy centre, waste storage area, all brick wall(s), equipment and storage enclosures, arboricultural method statement, surfacing materials and sections, footpaths and steps and garden gate, lighting, external materials, boundary details, hard and soft landscaping and sections to illustrate relationship of existing and proposed slab levels and structures shall be submitted to and approved in writing by the local planning authority. Thereafter, the development shall be carried out in accordance with the approved details and shall be permanently maintained as such.

Reason: In the interests of visual amenity and to protect the setting and appearance of heritage assets.

37. No more than 18 new build dwellings hereby permitted shall be occupied until the conversion and restoration works to the Main Building and attached buildings, Teaching Block, Tank House and Pump House has been substantially completed.

Reason: To ensure the heritage assets are restored, renovated and brought back into use in a timely manner.

38. Prior to the occupation of the 62nd residential unit, full details of the interpretation panels for the Main Building, Ice House, Piggery and formal gardens (their location, design, materials and content) shall be submitted to and approved in writing by the local planning authority. The boards shall be installed prior to 100% occupation of the approved residential units in accordance with the approved details and shall be permanently maintained as such.

Reason: To better reveal the significance of the heritage assets on the site.

39. No service meters, broadband, alarm or telecommunication boxes or other utility or service boxes shall be fixed to the external fabric of the buildings unless otherwise agreed in writing by the local planning authority.

Reason: In the interests of visual amenity and to protect the setting and appearance of heritage assets.

40. Prior to the first commencement of any new brickworks on site, a sample panel of 1 square metre minimum shall be erected on site to show areas of new exterior walling shall be approved in writing by the local planning authority. The sample panel shall indicate brick type, bond, copings, mortar mix, colour and pointing profile. The sample panel shall be retained on site for the duration of the development. The development shall be implemented in accordance with the approved details and shall be permanently maintained as such.

Reason: In the interests of visual amenity and to protect the setting and appearance of heritage assets.

41. Prior to the commencement of construction works on new buildings works for each phase as agreed under condition 4 (except for the demolition of the sports hall and associated link to the Teaching Block), a schedule of the manufacturer, product types and colour finishes of the external materials to be used shall be submitted to and approved in writing by the local planning authority. Thereafter, the development shall be implemented in accordance with the approved details.

Reason: In the interests of visual amenity and to protect the setting and appearance of heritage assets.

42. Prior to the installation of new external staircases, balustrades and balconies (including roof walkways) at the Main Building as identified on the phasing plan, full details of these to include section and elevation at scales between 1:20 and 1:1 as appropriate shall be submitted to and approved in writing by the local

planning authority. Thereafter, the development shall be implemented in accordance with the approved details and shall be permanently maintained as such.

Reason: In the interests of visual amenity and to protect the setting and appearance of heritage assets.

43. Prior to the installation of new windows and cills, full details for each phase as identified on the approved phasing plan to include sections and elevations at scales between 1:20 and 1:1 as appropriate shall be submitted to and approved in writing by the local planning authority. Thereafter, the development / works shall be implemented in accordance with the approved details and shall be permanently maintained as such.

Reason: In the interests of visual amenity and to protect the setting and appearance of heritage assets.

44. Prior to the installation of rooflights on the Main Building, Teaching Block, Tank House and Pump House as identified on the phasing plan, full details and specification shall be submitted to and approved in writing by the local planning authority. These shall be of low profile conservation type. Thereafter, the development / works shall be carried out in accordance with the approved details.

Reason: In the interests of visual amenity and to protect the setting and appearance of heritage assets.

45. Prior to the installation of any proposed new external doors, full details including architraves to be used, for each phase as identified on the phasing plan as appropriate, by section and elevation at scales between 1:20 and 1:1 shall be submitted to and approved in writing by the local planning authority. Thereafter, the development / works shall be implemented in accordance with the approved details and shall be permanently maintained as such.

Reason: In the interests of visual amenity and to protect the setting and appearance of heritage assets.

46. Prior to the commencement of repairs to roof structure and finishes, including gutters in the Main Building as identified on the phasing plan, a method statement and specification shall be submitted to and approved in writing by the local planning authority. Thereafter the development / works shall be implemented in accordance with the approved details and shall be permanently maintained as such.

Reason: In the interests of visual amenity and to protect the setting and appearance of heritage assets.

47. Prior to the commencement of the dropping of window sill levels within the attic roof within the Main Building as identified on the phasing plan, a method statement shall be submitted to and approved in writing by the local planning authority.

Thereafter the development / works shall be implemented in accordance with the approved details and shall be permanently maintained as such.

Reason: In the interests of visual amenity and to protect the setting and appearance of heritage assets.

48. Prior to the installation of the proposed glazed links and glazed screen to the well at the Pump House, as identified on the phasing plan, full details of this comprising section and elevation at scales between 1:20 and 1:1 as appropriate shall be submitted to and approved in writing by the local planning authority. Thereafter, the development / work shall be carried out in complete accordance with such approved details.

Reason: In the interests of visual amenity and to protect the setting and appearance of heritage assets.

49. Prior to the installation of the Cricket Pavilion, full details of external materials shall be submitted to and approved in writing by the local planning authority. Thereafter, the development shall be carried out in accordance with the approved details and shall be permanently maintained as such.

Reason: In the interests of visual amenity and to protect the setting and appearance of heritage assets.

50. Prior to the first use of the cricket pitch, details of a covered bicycle shelter shall be submitted to and approved in writing by the local planning authority. The details shall include necessary drawings to illustrate the design and location of the shelter. The Shelter shall make provision for a minimum of 5 bicycles. Thereafter, the shelter shall be installed within 6 months of the first use of the cricket pitch and shall be permanently maintained as such.

Reason: To ensure adequate provision is made for cycle storage and to encourage non car modes of transport.

51. Prior to the commencement of the construction of all new buildings as identified on the phasing plan, full details of existing and proposed slab and ground levels shall be submitted to and approved in writing by the local planning authority. Thereafter, the development shall be carried out in complete accordance with the approved details.

Reason: To ensure a satisfactory standard of development in the interests of protecting the setting and appearance of heritage assets.

52. Prior to the first use of the permissive paths, the approved boundary treatments demarking paths shall be erected and thereafter maintained in perpetuity.

Reason: To ensure pedestrian safety from grazing cattle and to demark private and public spaces through the site.

53. With the exception of the existing pavilion building, all the buildings and structures identified on the Demolitions Key Plan shall be removed in accordance with the phasing plan as agreed under condition 4.

Reason: To ensure that the replacement buildings and structures comply with Green Belt and Vacant Building policies.

54. Prior to the commencement of development (except for the demolition of the Sports Hall and link to the Teaching Block as identified on the submitted drawings and detailed in the Method Statement Sports Hall Abutment Demolition by Kay Pilsbury Thomas Architects received 20 December 2024), construction drawings of the surface water drainage network, associated sustainable drainage components and flow control mechanisms and a construction method statement shall be submitted and agreed in writing by the local planning authority. The scheme shall then be constructed as per the agreed drawings, method statement, FRA & Drainage Strategy (dated 18 February 2025, REF 5201/2024 REV C) and Drawings (included in the above) and remaining in perpetuity for the lifetime of the development unless agreed in writing by the Local Planning Authority. No alteration to the agreed drainage scheme shall occur without prior written approval from the Local Authority.

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

55. All development shall be constructed in accordance with the submitted and approved Flood Risk Assessment (dated 18 February 2025, REF 5201/2024 REV C), with all new residential dwellings to have a finished floor level raised a minimum of 300mm above any flood level and 150mm above the surrounding proposed ground level unless otherwise first approved in writing by the Local Planning Authority.

Reason: To ensure the flood risk is adequately addressed and not increased in accordance with NPPF and Policies of North Herts Council.

56. No development / works shall commence (except for the demolition of the Sports Hall and link to the Teaching Block as identified on the submitted drawings and detailed in the Method Statement Sports Hall Abutment Demolition by Kay Pilsbury Thomas Architects received 20 December 2024) until a detailed construction phase surface water management plan for the site has been submitted to and approved in writing by the Local Planning Authority. The scheme shall subsequently be carried out in accordance with the approved details.

Reason: To ensure that the construction of the site does not result in any flooding both on and off site and that all Surface water Drainage features are adequately protected.

57. Upon completion of the surface water drainage system, including any SuDS features, and prior to the first use of the development, a survey and verification report from an independent surveyor shall be submitted to and approved in writing by the Local Planning Authority. The survey and report shall demonstrate that the surface water drainage system has been constructed in accordance with the details approved pursuant to condition 54. Where necessary, details of corrective works to be carried out along with a timetable for their completion, shall be included for approval in writing by the Local Planning Authority. Any corrective works required shall be carried out in accordance with the approved timetable and subsequently re-surveyed with the findings submitted to and approved in writing by the Local Planning Authority.

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

58. Prior to commencement of construction of the cricket square and outfield, a contractor's specification for the detailed design of the cricket square and outfield works prepared in accordance the approved 'Preston Cricket Club New Cricket Ground Feasibility Study (prepared by Total Turf Solutions), dated February 2024' which includes an implementation programme, shall be submitted to and approved in writing by the Local Planning Authority [after consultation with Sport England]. The cricket square and outfield works shall be implemented in accordance with the approved specification and implementation programme.

Reason: To ensure that the playing field is prepared to an adequate standard and is fit for purpose and to accord with policy XXXXXXXXXXXXXXX

59. No refurbishment of the tennis courts shall commence until the following documents have been submitted to and approved in writing by the Local Planning Authority after consultation with Sport England:
- (i) A detailed assessment of the quality of the tennis courts be undertaken (including surfacing, fencing and, line markings) to identify constraints which affect facility quality; and
 - (ii) Based on the results of this assessment to be carried out pursuant to (i) above of this condition, a detailed scheme to ensure that the tennis courts will be improved to an acceptable quality including an implementation programme shall be submitted to and approved in writing by the Local Planning Authority in consultation with Sport England. The approved scheme shall be carried out in full and in accordance with the approved programme of implementation.

Reason: To ensure that the tennis courts are improved in practice to an adequate standard and are fit for purpose and to accord with local plan policy XXXXXXXX

60. Prior to the proposed new permissive path from the Dower House being first brought into use, details of alterations to existing boundary wall and gate where new access is proposed onto Hitchin Road shall be submitted to and approved in writing by the local planning authority. Thereafter, the alterations and gate shall be implemented in accordance with the approved details and be made available for pedestrian use in accordance with the phasing plan approved under condition 4.

Reason: In the interests of visual amenity and to protect the setting and appearance of heritage assets.

Proactive Statement:

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

Informative/s:

1. Storage of materials: The applicant is advised that the storage of materials associated with the construction of this development should be provided within the site on land which is not public highway, and the use of such areas must not interfere with the public highway. If this is not possible, authorisation should be sought from the Highway Authority before construction works commence.
Further information is available via the website
<https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/highways-roads-and-pavements.aspx> or by telephoning 0300 1234047.
2. External materials informative:

Further to condition X (external materials), with regards to submitting details to the Council when an application to discharge the condition is made, in the first instance please provide a website link / photographs / brochure details of the proposed material choice. If it is necessary to submit an actual sample, this Council will only accept a single brick or tile or sample panel without prior agreement. If you need to submit a sample larger than this, please contact the named case officer for your discharge of condition application to determine if the materials are to be viewed on site or if it / they can be delivered to the NHDC Council Offices. In the event that a larger sample is delivered to the Council Offices please ensure that you arrange collection / removal of the sample once the discharge of condition application is agreed.
3. Obstruction of public highway land: It is an offence under section 137 of the Highways Act 1980 for any person, without lawful authority or excuse, in any way to wilfully obstruct the free passage along a highway or public right of way. If this development is likely to result in the public highway or public right of way network becoming routinely blocked (fully or partly) the applicant must contact the Highway Authority to obtain their permission and requirements before construction works commence. Further information is available via the website
<https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/highways-roads-and-pavements.aspx> telephoning 0300 1234047.
4. All Public Rights of Way (RoW) should remain unobstructed by vehicles, machinery, materials, tools and any other aspects of the construction during works.

5. Road Deposits: It is an offence under section 148 of the Highways Act 1980 to deposit mud or other debris on the public highway, and section 149 of the same Act gives the Highway Authority powers to remove such material at the expense of the party responsible. Therefore, best practical means shall be taken at all times to ensure that all vehicles leaving the site during construction of the development are in a condition such as not to emit dust or deposit mud, slurry or other debris on the highway. Further information is available via the website <https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/highways-roads-and-pavements.aspx> or by telephoning 0300 1234047.
6. Avoidance of surface water discharge onto the highway: The applicant is advised that the Highway Authority has powers under section 163 of the Highways Act 1980, to take appropriate steps where deemed necessary (serving notice to the occupier of premises adjoining a highway) to prevent water from the roof or other part of the premises falling upon persons using the highway, or to prevent so far as is reasonably practicable, surface water from the premises flowing on to, or over the footway of the highway.
7. Construction standards for works within the highway. The applicant is advised that in order to comply with this permission it will be necessary for the developer of the site to enter into an agreement with Hertfordshire County Council as Highway Authority under Section 278 of the Highways Act 1980 to ensure the satisfactory completion of the access and associated road improvements. The construction of such works must be undertaken to the satisfaction and specification of the Highway Authority, and by a contractor who is authorised to work in the public highway. Before works commence the applicant will need to apply to the Highway Authority to obtain their permission and requirements. Further information is available via the website <https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/highways-roads-and-pavements.aspx> or by telephoning 0300 1234047.
8. Highway to remain private: The applicant is advised that all new highway routes within the development site are likely to remain unadopted and the developer should put in place a permanent arrangement for long term maintenance. At the entrance of the new estate the road name plate should indicate that it is a private road to inform purchasers of their future maintenance liabilities. Further information is available via the website <https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/highways-roads-and-pavements.aspx> or by telephoning 0300 1234047.
9. A Travel Plan for the development consisting of a written agreement with the County Council which sets out a scheme to encourage, regulate, and promote green travel measures for owners, occupiers, and visitors to the Development in accordance with the provisions of the County Council's 'Travel Plan Guidance for

Business and Residential Development', which is subject to an overall sum of £6,000 payable before occupation of the development. This 'evaluation and support contribution' is to cover the County Council's costs of administering and monitoring the objectives of the Travel Plan and engaging in any Travel Plan Review. Indexation of this figure will be based on the Consumer Price Index from the date planning is granted to the date the contribution is paid. The applicant's attention is drawn to Hertfordshire County Council's guidance on residential/commercial Travel Plans:
www.hertfordshire.gov.uk/services/highways-roads-and-pavements/business-and-developer-information/development-management/highways-developmentmanagement.aspx#DynamicJumpMenuManager_1_Anchor_5
Our Travel Plan team can provide further advice at travelplan@hertfordshire.gov.uk.

10. The Public Right of Way(s) should remain unobstructed by vehicles, machinery, materials, tools and any other aspects of the construction during works. Safe passage past the site should be maintained at all times for the public using this route. The condition of the route should not deteriorate as a result of these works. Any adverse effects to the surface from traffic, machinery or materials (especially overflows of cement & concrete) should be made good by the applicant to the satisfaction of the Highway Authority. No materials shall be stored or left on the Highway including Highway verges. If the above conditions cannot reasonably be achieved, then a Temporary Traffic Regulation Order (TTRO) would be required to close the affected route and divert users for any periods necessary to allow works to proceed, for which a fee would be payable to Hertfordshire County Council. Further information is available via the County Council website at <https://www.hertfordshire.gov.uk/services/recycling-waste-and-environment/countryside-access/rights-of-way/rights-of-way.aspx> or by contacting Rights of Way, Hertfordshire County Council on 0300 123 4047

Signed:



Shaun Greaves
Development and Conservation Manager

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

Date: xxxxxxxxxxxxxxxxxxxxxx

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

NOTES

- 1 **Failure to satisfy conditions may invalidate this permission and/or result in enforcement action. Particular attention should be paid to the requirements of any condition in bold.**
- 2 Applicants will need to pay a compliance fee where they request confirmation in writing of any planning consent, agreement or approval (commonly known as discharge of conditions) required by one or more conditions or limitations attached to a grant of planning permission.
- 3 The fee is £145 per request or £43 where the permission relates to an extension or alteration to a dwellinghouse or other development in the curtilage of the dwellinghouse.

The request can be informal through the submission of a letter or plans, or formal through the completion of an application form and the submission of plans. Any number of conditions may be included on a single request. The form is available via the Council's website:
www.north-herts.gov.uk/home/planning/planning-applications/submit-planning-application
- 4 If the development hereby permitted is one that will require a new postal address/es then please contact the Council's **street naming and numbering service** on 01462 474431 or email SNN@north-herts.gov.uk who will advise you on how to apply for the new address/es.

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

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

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

However, if an enforcement notice has been served for the same or very similar

development the time limit is 28 days from the date of the LPA decision or 28 days from the date the enforcement notice was served.

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

If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

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

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

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

6 Purchase Notices

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

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

- 7 The District Council and County Highway Authority wish to ensure that, in the implementation of the development, hereby approved, the highway verge adjacent to the property is not damaged or does not become unsightly due to the stationing of skips, parking of vehicles, storing of building materials etc thereon. Your attention is, therefore, drawn to the provisions of Section 131 of the Highways Act 1980 and to the Hertfordshire County Council Bylaws 1955 (specifically relating to grass margins and verges in Letchworth Garden City) by virtue of which such actions, unless authorised by the prior grant of a licence, constitute a prosecutable offence. Persons responsible for undertaking the development and any associated works are, therefore, strongly encouraged to take appropriate steps to ensure that no breach of the said legislation occurs during the course of such activities. In the event of any damage being caused it will be expected that suitable reinstatement is undertaken

upon completion of the development. Failure to do so could also result in legal action being pursued. To obtain information regarding the issue of licences, contact Hertfordshire Highways, Hertfordshire County Council, County Hall, Pegs Lane, Hertford, SG138DQ or telephone 0300 1234 047.

8 **Cadent Gas Informative:**

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

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

SCHEDULE TWO

PART I

OWNER'S COVENANTS TO THE COUNCIL

Contributions to the Council

1. The Owner covenants with the Council:
 - 1.1 to pay the District Council Contributions to the Council at the following times
 - 1.1.1 the Play Space Contribution as to
 - 1.1.1.1 the Roundabout at the Millenium Playground prior to the First Trigger Date; and
 - 1.1.1.2 the Multiverse Activity Centre and the swings at the Recreation Ground prior to the Commencement of the Development
 - 1.1.2 the Picnic Area Contribution prior to the Commencement of the Development
 - 1.1.3 the Community Centre Contribution prior to the First Trigger Date
 - 1.1.4 the Pitch Sport Contribution as to
 - 1.1.4.1 £68,000.00 prior to the Commencement of the Development; and
 - 1.1.4.2 £107,000.00 prior to the Second Trigger Date subject to clause 5 of Schedule Six
 - 1.1.5 the NHS Contribution prior to occupation of the 5th dwelling and
 - 1.1.6 in the event that the Owner is unable for any reason to agree a sustainable transport scheme as set out in paragraph 5.1 the Developer shall pay the Sustainable Transport Contribution prior to the first occupation of the first Dwelling.
 - 1.2 not to cause or permit the Commencement of the Development until it has paid to the District Council those contributions marked above as payable prior to the Commencement of the Development.

Biodiversity Net Gain

2. The Owner covenants:
 - 2.1 not to cause or permit the Commencement of the Development until
 - 2.1.1 a Habitat Management and Monitoring Plan (HMMP) providing for the requirements of the HMMP to be carried out for the duration of 30 years has been submitted to the Council and
 - 2.1.2 the Council have approved the HMMP.
3. The Owner covenants:
 - 3.1 to pay the Council the First Biodiversity Monitoring Contribution prior to Occupation of the 60th Dwelling
 - 3.2 not to Occupy or permit Occupation of the 60th Dwelling until the First Biodiversity Monitoring Contribution has been paid in full to the Council in accordance with paragraph 3.1 above
 - 3.3 to pay the Council the Second Biodiversity Monitoring Contribution on or

before the 5th anniversary of the payment of the First Biodiversity Monitoring Contribution

Permissive Paths

- 4. The Owner covenants:
- 4.1 not to cause or permit the Commencement of the Development until it has in place a structure to ensure permanent general public access to the Permissive Paths

Sustainable Transport

- 5. The Owner covenants:
- 5.1 Not to Occupy nor cause nor permit Occupation of the first Dwelling until a scheme for sustainable transport has been submitted to and approved by the District Council. The scheme shall
 - (a) set out either a single or range of incentives costing not less than £231.00 (index linked) for each Dwelling to encourage occupiers to use sustainable travel modes and;
 - (b) include details of a Resident Travel Pack for occupiers of each Dwelling and;
 - (c) confirm that (a) and (b) will be provided as part of the Developer's welcome pack at the completion of sale of each Dwelling.
- 5.2 The Developer shall ensure the sustainable transport scheme is implemented and delivered in accordance with the approved details by the District Council

PART II

OWNER'S COVENANTS TO THE COUNTY COUNCIL

Contributions to the County Council

- 6. The Owner covenants with the County Council:
- 6.1 to pay the County Council Contributions (except for the Secondary Education Contribution) to the County Council prior to the Commencement of the Development
- 6.2 not to cause or permit the Commencement of the Development until it has paid to the County Council the County Council Contributions (except for the Secondary Education Contribution) prior to the Commencement of the Development.
- 6.3 to pay the Secondary Education Contribution
 - 6.3.1 50% prior to the Commencement of the Development and
 - 6.3.2 50% prior to the First Trigger Date; and
- 6.4 not to cause or permit the Commencement of the Development or the Occupation of the Development until it has paid to the County Council those

contributions marked above as payable prior to the Commencement and first Occupation (at the First Trigger Date) of the Development.

Travel Plan

- 7. The Owner covenants:
 - 7.1 Three months prior to the Occupation of the Development:
 - (a) submit a draft Travel Plan for written approval to the County Council and obtain such approval
 - (b) nominate a Travel Plan Coordinator for written approval of the County Council and obtain such approval and such nomination shall include contact details for the proposed Travel Plan Coordinator and the nature of their relationship to the Owner
 - 7.2 Not Occupy nor cause nor permit Occupation of the Development until the Travel Plan has been submitted to and approved by the County Council
 - 7.3 Carry out baseline surveys and submit an updated Travel Plan to the County Council to be approved, including amended targets where relevant, within 50% (fifty percent) of the Development being first Occupied:
 - 7.4 At all times following Occupation of the Development:
 - (a) comply with the terms of the Travel Plan including but not limited to implementing any actions by the specified dates in the Travel Plan;
 - (b) promote and publicise the agreed Travel Plan to owners occupiers and visitors to the Development;
 - (c) implement the Travel Plan by the dates or within the time limits as set out in the Travel Plan;
 - (d) carry out the Travel Plan Annual Review annually on the corresponding calendar month for a period of 5 years commencing one year after the Baseline Survey Collection Date and submit a written report setting out the findings of such review to the County Council within three (3) calendar months from the date of each Travel Plan Annual Review such report shall include (but shall not be limited to) recommendations for amendments or improvements to the approved Travel Plan whether or not the objectives of the Travel Plan have been achieved
 - (e) comply with any variations or amendments to the Travel Plan permitted by this Deed which shall in addition include any reasonable amendments or improvements required by the County Council following review of the report submitted in sub-paragraph (d) above and notified in writing to the Owners within three (3) calendar months from the date of receipt of such report

- (f) That it will in relation to the Site include in any tenant's lease or occupier's licence of any part or parts of the Site a covenant that the tenant or occupier will comply with the approved Travel Plan for such part or parts of the Site once it has been approved by the County Council and further that it will use all reasonable endeavours to enforce such obligation against any such tenant or occupier
- (g) Within twenty (20) Working Days of the letting of the Site or any part or parts thereof it will procure the delivery to the County Council of a notice giving the following details
 - (i) the name and address of the tenant;
 - (ii) a description of the premises demised;
 - (iii) the length of the term; and
 - (iv) a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County Council in relation to the Travel Plan

7.5 Travel Plan Remedial Notice

- (a) If a Travel Plan Remedial Measures Notice is served upon the Owner by the County Council the Owner shall carry out the measures and actions specified in the Travel Plan Remedial Measures Notice in accordance with the timescales set out within it;
- (b) If in the reasonable opinion of the County Council the Owner has failed to comply with the Travel Plan Remedial Measures Notice within the timescales specified therein Owner acknowledges that they will be in breach of this Agreement and that the County Council may take such further action in respect of that breach or breaches as it considers appropriate without further recourse to the Owner

SCHEDULE THREE

COUNCIL'S COVENANTS

- 1 The Council covenants with the Owner to pay the District Council's Contributions into an interest-bearing account with the Council's bankers and together with all interest that may from time to time accrue the said monies will be applied by the Council towards the provision of the relevant facilities as specified in the definition of each such contribution.
- 2 If any part of the District Council's Contribution paid to the Council has not been expended or committed to be spent by the Council within ten years of the date of receipt by the Council, the Council shall repay any such unexpended sum with any interest accrued thereon to the party who made that payment.
- 3 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been fully performed.
- 4 The Council covenants with the Owner to hold the NHS Contribution in an interest bearing account until such time as the NHS make a formal written request for the NHS Contribution together with a proposal for expenditure that the NHS Contribution is to be used for the purposes as provided in this Deed and upon receipt of such a request the Council will pay the NHS Contribution to the NHS subject to the Council's approval of the proposal. Such approval shall not be unreasonably held or delayed.
- 5 In the event that all or any part of the NHS Contribution paid to the Council has not been paid to the NHS for the approved purposes then such NHS Contribution or part thereof that has not been paid to the NHS within 10 years from the date of payment to the Council shall be returned to the party who made the payment together with any interest on such unexpended sum from the date of receipt to the date of payment

Biodiversity Net Gain

- 6 The Council covenants to use the Biodiversity Gain Land Monitoring Contribution for no other purpose than the purpose of monitoring implementation and ongoing compliance of the Biodiversity Gain Plan

SCHEDULE FOUR

COUNTY COUNCIL'S COVENANTS

- 1 The County Council covenants with the Owner that it will apply the County Council's Contributions towards the provision of the relevant facilities as specified in the definition of each such contribution.

- 2 If any part of the County Council's Contribution paid to the County Council has not been allocated/committed/approved for expenditure by the County Council within ten years of the date of receipt of notification of completion of the Development the County Council shall repay any such unexpended sum (with interest) to the party who made that payment PROVIDED THAT such written request shall only be made within (1) year commencing from the date of expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended sum shall be released of any liability and obligation to the County Council.

- 3 At the written request of the Owner the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been fully performed to be limited to three requests per year.

SCHEDULE FIVE

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) Director of Legal Services

b) Hertfordshire County
Council, County Hall,
Pegs Lane
Hertford
Hertfordshire
SG13 8DE

(Ref : DU 0024533)

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

SCHEDULE SIX

SPORT ENGLAND OBLIGATIONS

1.1 The Owners will undertake to provide the following Schemes on or before Commencement to the District Council

1. Cricket Square/Outfield and Pavilion Scheme

- a. delivery of the cricket square and outfield within a defined time period to be agreed in consultation with Sport England.
- b. delivery of the cricket pavilion within a defined time period to be agreed in consultation with Sport England.
- c. retention of the existing pavilion until the new pavilion is completed and operational in order to allow some interim use of the cricket square by junior players if the pavilion is not operational by the time the cricket square/outfield is operational.
- d. delay of the proposed woodland planting adjoining the cricket outfield until the cricket outfield area is completed (in order to ensure that the planting does not prejudice the delivery of an ECB compliant outfield boundary or the outfield minimum run-off area).
- e. Delivery of Heads of Terms for a 75 lease (with no break clauses) on a peppercorn rent to be offered to Preston Cricket Club and for a lease to be subsequently procured based on the Heads of Terms within a defined time period.

2. Tennis Courts (Playing Field Site) Scheme

- a. Details of and provision for the delivery of the refurbished tennis courts within a defined time period to be agreed in consultation with Sport England.
- b. Delivery of Heads of Terms for a 75 lease (with no break clauses) on a peppercorn rent to be offered to Preston Parish Council and for a lease to be subsequently procured based on the Heads of Terms within a defined time period.

3. Tennis Court (Adjoining Dower House) Scheme

- a. for the delivery of the refurbished tennis court within a defined time period to be agreed in consultation with Sport England.

4. Playing Field Ancillary Car Parking Scheme

- a. Provision for the delivery of the ancillary car parking within a defined time period to be agreed in consultation with Sport England. The delivery of the car parking will need to be aligned with the timing of the delivery of the cricket square and tennis courts to ensure that the parking is available to support the first use of the site by the community.
- b. Provision for the tenure and management arrangements for the car park and vehicular access to the playing field i.e. would it form part of the proposed leases to the Parish Council or the Cricket Club or would it be retained by the landowner and managed by other means.

1.2 following the receipt of the schemes listed under schedule six the District Council will consult with Sport England.

1.3 the District Council will confirm to the Owner in writing of the approval of Sports

England.

- 1.4 the Owner cannot commence or permit commencement of development until they have received written approval notice from the District Council as per paragraph 1.3 above.
- 1.5 the District Council may require the Owner to submit revise schemes or further information to assist in achieving an approval from Sports England.
- 1.6 the Owner must provide such information as required by the District Council as soon as possible.
- 1.7 Notwithstanding the provisions of clause 1.1.4.2 of Schedule 2 part I, the timing of the payment of the balance of the Sports Pitch Contribution (£107,000.00) shall be subject to review and potential amendment following consultation with Sport England under Schedule 6, paragraphs 1.1, 1(a) and (b) above, in order to ensure that the delivery of the cricket square, outfield and pavilion is not prejudiced. The Owner and the Council shall agree in writing an alternative payment trigger if, following such consultation, it is determined that an earlier payment is necessary to facilitate timely delivery of the relevant sporting facilities.

SCHEDULE SEVEN

DEVELOPMENT MIX

The Development Mix is for this Development is as follows:

Table 1

HOUSES		
Number of bedrooms	A) Open Market / Shared Ownership*	B) Affordable Rent / Social**
1	0	0
2	2	0
3	14	0
4+	8	0
Total	24	0

FLATS		
Number of bedrooms	A) Open Market / Shared Ownership*	B) Affordable Rent / Social**
1	12	0
2	25	0
3	7	0
4+	1	0
Total	45	0

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

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

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

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

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

Duly Authorised Officer

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

Chief Legal Officer/ Assistant Chief Legal Officer

EXECUTED AS A DEED by
THE DOOR PHC LIMITED

Acting by
A Director

in the presence of

Witness

Signature

Address

11. Pump House
 12. Lodge Gate
 13. Belvedere
 14. Ice House
 15. Piggery
 16. Park Wall & Main Gate
- Main Entrance & Occasional Exit

21. Magnolia Steps
- 22* Cricket Pitch
23. North Tennis Court
24. Village Gate
25. Walled Parking Garden
26. Existing Parking
27. Visitor Parking
28. Summer House Plantation
29. East Tennis Courts
30. Pergola Garden, Tennis Lawn

37. Substation
38. New Cricket Pavilion and Equipment Store
39. Proposed Woodland Planting
40. Wildflower Meadows

- Estate fence
 Post and Rail

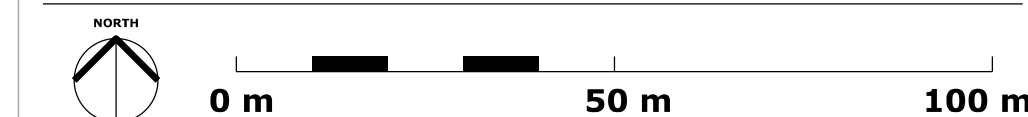
- Based on a TRICS assessment carried out by EAS, it is estimated that the proposals to develop 69 houses and apartments on site would generate circa 36 vehicle trips in both the AM and PM peak periods. This equates to a significant reduction of circa 280 vehicle trips in each of the network peak hours when related to the school operations at Princess Helena College.

New **EIGHT-PITCH** natural grassed cricket square (or table), all eight pitches having an ECB senior cricket minimum boundary of 45.7m (50 yards).



1. This is a planning drawing and is intended for this use only; it must not be used for construction.
2. All dimensions are in MM and should be checked on site prior to commencement of work; do not scale off this drawing.
3. This drawing is to be read in conjunction with all other relevant information.
3. Discrepancies between drawings and information to be referred to Architect without delay.

P20	East Car Park and gate access notes	14.11.24
P19	Permissive path removed	06.11.24
P18	East Car Park & Cricket Pitch	05.11.24
P17	East Car Park & Cricket Pitch	29.10.24
P16	Post and Rail along with Hedges added	18.10.24
P15	High Gate and added Permissive Path	15.10.24
P14	Substation moved	06.10.24
P13	Updated Trees	XX.07.24
P12	Fences and gates	04.07.24
P11	Wildflower meadows added	01.07.24
P10	Permis path alterations	01.07.24
P09	Issued for Planning	25.06.24
P08	Updated SH,HH and TH boundary fences	17.06.24
P07	Issued for BNG calculations	07.06.24
P06	Updated to latest design	29.05.24
P05	Coordination issue	20.05.24
Revision	Description	Date



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Project
Temple Dinsley
Preston, Hitchin, Hertfordshire,
SG4 7RT

Proposed Site Plan

Job no.	Status	Scale @ A0
641	S0	1:1000

Date	Revision
28.03.24	P20

Drawing number
641-KS-03-XX-DR-A-10002