

DATED

2024

UNILATERAL UNDERTAKING

PLANNING OBLIGATION by DEED

under S106 of the Town and Country Planning Act 1990

Relating to

Land on the west side of Watling Street, St Albans, Hertfordshire



The Long Barn
Fornham Business Court
Fornham St Martin
Bury St Edmunds
Suffolk
IP31 1SL

Tel: 01284 762331
Fax: 01284 764214
Ref: BM/238414-0117

THIS UNILATERAL UNDERTAKING is made

2024

AND IS GIVEN BY

TRUDIE SUTTON of 15 Attingham Hill, Great Holm, Milton Keynes MK8 9BY and **TRACY GOOD** of 111 Harrowden, Bradville, Milton Keynes, MK13 7BY and **WAYNE HUGHES** of 42 Wyness Avenue, Little Brickhill, Milton Keynes, MK17 9NG and **JUSTIN HUGHES** of 3 Coleridge Close, Bletchley, Milton Keynes, MK3 5AF ("**the Owner**")

IN FAVOUR OF

- (1) **ST ALBANS CITY AND DISTRICT COUNCIL** of Civic Centre, St Peters Street, St Albans, Hertfordshire, AL1 3JE ("**the Council**") and
- (2) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall, Hertford Hertfordshire, SG13 8DE ("**the County Council**")

NOW THIS DEED is made in pursuance of Section 106 of the Town and Country Planning Act 1990 (as amended) and is a planning obligation for the purposes of that section and **WITNESSES** as follows:

It is declared as follows

WHEREAS

- (A) The County Council and the Council are local planning authorities for the purposes of the 1990 Act for the area in which the Site is situated and as such are the local planning authorities entitled to enforce the planning obligations hereinafter recited
- (B) The County Council is the Highway Authority the Education Authority the Library Authority and the Social Services Authority for Hertfordshire
- (C) The Owner is the freehold owner of the whole of the Site
- (D) The Owner has submitted the Planning Application to the Council which application was refused and is now subject to the Appeal

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

NOW THIS DEED WITNESSETH as follows:

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this deed:

1.1 Definitions:

the 1990 Act: means the Town and Country Planning Act 1990 (as amended)

the 2015 Act: means the Self Build and Custom Housebuilding Act 2015 (as amended)

Affordable Housing: means 40% of the ~~housing units of the~~ Dwellings within the Development ~~Development~~ to be managed or owned by an AHP which are to be provided for people who cannot afford to rent or purchase housing appropriate to their needs on the private market within the same area and “**Affordable Housing Units**” shall be construed accordingly

Affordable Rent: means a unit of Affordable Housing let by a local authority or private registered provider of social housing to households who are eligible for rented housing in accordance with the definition of affordable rented housing contained in Annex 2 to the NPPF (or any subsequent replacement or modification thereof) but for the avoidance of doubt must be at an affordable rent which is subject to rent controls that require a rent of no more than 80% of the equivalent local ~~m~~ Market Rent ~~but not exceeding the local housing allowance at the point of letting~~ (including service charges, where applicable) for one and two bedroom units respectively and “Affordable Rent Units” shall be construed accordingly

Affordable Housing Scheme: means a scheme to be approved by the Council in writing which specifies in relation to the Site securing Affordable Housing of the following tenure mix.

Comment [MOU1]: Proposed deletion not accepted – see covering email

- [30% Social Rent Units](#)
- [30% Affordable Rent Units](#)
- [25% First Homes](#)
- [15% Other Affordable Routes to Home Ownership](#)

~~a ratio of 2:1 Affordable Rented Housing to Shared Ownership Housing~~ (or such other tenure mix as may be agreed in writing with the Council) and which may be amended from time to time with the written approval of the Council

AHP: means an organisation that is involved in the delivery and management and ownership of Affordable Housing which is registered or eligible for registration under chapter 3 part 2 of the Housing and Regeneration Act 2008 as shall be approved in writing by the Council which is capable of managing Affordable Housing ~~and receiving grant from the Homes England~~

Appeal: means the appeal to the Secretary of State [and which is determined by the Secretary of State or his appointed Planning Inspector](#) following the refusal of the Planning Application for planning permission for the Development by the Council and given appeal reference APP/B1930/W/24/3343986

AT: means an Assured Tenancy or an Assured Shorthold Tenancy within the meaning of the Housing Act 1988

BCIS Index: means the Building Cost Information Service All-in Tender Price Index published from time to time or any replacement index as identified by the County Council from time to time

Biodiversity Metric: means the metric published by Natural England from time to time to measure and account for biodiversity losses and gains resulting from development or land management change (or in the absence of any metric published by Natural England, such other metric as may be agreed by the Owner and the Council)

Biodiversity Onsite Compensation: means biodiversity measures to be implemented within the Site as part of the Development in accordance with the Biodiversity Onsite Compensation Scheme approved by the Council in accordance with this Deed

Biodiversity Onsite Compensation Certificate: means a certificate or certificates in writing relating to the Biodiversity Onsite Compensation provided by a suitably qualified and experienced ecologist (the identity of whom has been approved by the Council in writing) that confirms that the Biodiversity Onsite Compensation has been laid out in accordance with the approved Biodiversity Onsite Compensation Scheme

Biodiversity Onsite Compensation Scheme: means a scheme to be approved by the Council detailing Biodiversity Onsite Compensation and which shall include (but shall not be limited to) the following:

- (a) The Biodiversity Post-Development Site Value;
- (b) The programme for the delivery of the Biodiversity Onsite Compensation; and
- (c) Details of all measures to maintain the Biodiversity Onsite Compensation

Biodiversity Post-Development Site Value: means the number of Biodiversity Units that shall be achieved through the Biodiversity Onsite Compensation to be delivered as part of the Biodiversity Onsite Compensation Scheme approved in accordance with this Deed (calculated in accordance with the Biodiversity Metric) such score to be approved by the Council as part of the Biodiversity Onsite Compensation Scheme

Biodiversity Pre-Development Site Value: -means ~~10.05~~ Biodiversity Units, being the biodiversity value of the Site prior to the Development and calculated as part of the Planning Application in accordance with the Biodiversity Metric

Comment [JH2]: To be confirmed

Comment [MOU3R2]: Figure confirmed – see covering email

Biodiversity Units: means the measure of biodiversity resource to be quantified and assessed in accordance with the Biodiversity Metric

Chargee: means any mortgagee or chargee of the Affordable Housing Provider (or any Receiver (including an Administrative Receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a “Receiver”) of the whole or any part of the Affordable Housing Units or the successors in title to such mortgagee or charge or any receiver or manager (including a Receiver) appointed pursuant to the Law of Property Act 1925

Commencement Date: means the date upon which the Development shall be implemented by the carrying out on the Site pursuant to the Planning Permission of any material operation (as defined in Section 56(4) of the 1990 Act) other than (for the purposes of this Deed and no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements, ~~the provision of security measures or lighting, the erection of temporary buildings or structures associated with the Development, the provision of construction compounds or piling works and laying out, removal or diversion of access roads~~ and the expressions “Commence”, “Commences”, “Commencement” and “Commenced” shall be construed accordingly

Comment [MOU4]: Proposed deletion not accepted – see covering email

Development: means the development of the Site with Outline application (access) – Erection of up to 95 ~~d~~Dwellings, including 40% ~~a~~Affordable ~~d~~wellings/Housing and 5% self-build and custom build ~~d~~Dwellings, ~~p~~Public ~~e~~Open ~~s~~Space, landscaping and associated infrastructure ~~—AMENDED & ADDITIONAL INFORMATION—~~ as set out in the Planning Application

Discount Market Price: means a sum which is the Market Value discounted by at least 30%

Disposeal: means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a ~~Dwelling~~Affordable Housing Unit provided that in relation to the First Homes the following shall be excluded:

- (a) a letting or sub-letting in accordance with paragraph 10 of Schedule Two
- (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner
- (c) an Exempt Disposal

and “Dispose”, “Disposed” and “Disposing” shall be construed accordingly

Dwelling: means a dwelling (including a house flat or maisonette) to be constructed on Site pursuant to the Planning Permission

EEAST: means the East of England Ambulance Service Trust of Whiting Way, Melbourn, Cambridgeshire SG8 6EN

EEAST Contribution: means the sum of twenty-five thousand and nine pounds (£25,009) calculated as a contribution towards additional health services arising from the development proposal

Eligible Household: shall mean a person or persons who are in Local Housing Need and who are nominated by the Council from its Housing Needs Registers in accordance with that meets the qualifying criteria within the Housing Allocations Policy (unless otherwise agreed by the Council in writing)

Eligibility Criteria (Local):

means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if:

- (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and
- (b) any or all of criteria (i) (ii) and (ii) below are met:
- (c) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or
- (d) The purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or
 - (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker

Eligibility Criteria (National): means criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).

Exempt Disposal: means the Disposal of a First Home in one of the following

circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner
- (a) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- (b) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order
- (c) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 11.1(a) (iii) of Schedule Two shall apply to such sale)

Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 10 of Schedule Two

Final Dwelling Mix: means the final size, type, tenure and total number of Dwellings set out in the Reserved Matters application(s) which will be used by the County Council and the Council to calculate the amounts of the Library Contribution, ~~the Primary Education Contribution,~~ the Secondary Education Contribution, the Special Educational Needs and Disabilities Contribution, and the Youth Contribution

~~_____ **First Homes discounted market homes which meet the following** criteria:~~

~~_____ a) the initial purchase price is to be discounted by a minimum of 30% against the market value;~~

~~_____ b) be sold to a person or persons meeting the First Homes Eligibility Criteria;~~

Formatted: Definition Paragraph, Left, Outline numbered + Level: 1 + Aligned at: 1.27 cm + Indent at: 1.27 cm

~~_____ c) _____ on their first sale, will have a restriction registered on the title at HM Land Registry to ensure this discount (as a percentage of current market value) and certain other restrictions are passed on at each subsequent title transfer; and~~

~~_____ d) _____ after the discount has been applied, the first sale must be at a price no higher than £250,000 or such other amount as may be published from time to time by the Secretary of State~~

First Homes: means a Dwelling which may be disposed of as a freehold or as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap

First Homes Owner: means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

(a) the Owner; or

(b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for Occupation as a First Home; or

(c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 8 of Schedule Two

First Time Buyer: means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003

Homes England: means the successor body to the Homes and Communities Agency created pursuant to the Housing and Regeneration Act 2008 exercising the functions in relation to the funding of affordable housing and being the regulator of social housing providers in England and includes any successor body exercising similar functions

Housing Allocations Policy: means the housing allocation policy choice based lettings of St Albans City & District Council dated December 20~~13~~²¹ or any housing allocations policy or scheme as shall supersede the aforementioned policy after the date of this Deed

Housing Needs Register means the registers maintained by the Council (as applicable) or its nominee for Eligible Households

Income Cap (Local): means a local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this agreement the Council has not set an Income Cap (Local)

Income Cap (National): means in the case of any other First Home outside any London Borough Council, eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home

Indicative Dwelling Mix: means the indicative size, type, tenure and total number of Dwellings in the Planning Application set out at Table 2 of Schedule 7 of this Deed which have been used by the County Council to calculate the amounts of the Library Contribution, ~~the Primary Education Contribution~~, the Secondary Education Contribution, the Special Educational Needs and Disabilities Contribution, and the Youth Contribution

Comment [JH5]: This IDM is different to that set out in the planning application - see amendment to Table 2 in Schedule 7

Inspector: means an inspector appointed by the Secretary of State to determine the Appeal

Comment [MOU6R5]: No it isn't - see covering email

Interest: means interest at two percent above the base lending rate of HSBC Bank Plc from time to time

Key Worker: such categories of employment as may be designated and published by the Council from time to time as the "First Homes Key Worker Criteria" and is in operation at the time of the relevant Disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant Disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker

Library Contribution: means the sum of twenty thousand, nine hundred and thirty-five pounds (£20,935) which has been calculated in accordance with the Indicative Dwelling Mix, or if the Final Dwelling Mix differs from that specified herein the sum calculated in accordance with Table 1 at Schedule 7 (Index linked as hereinafter provided) as a contribution towards increasing the capacity of St Albans Central Library and/or provision serving the eDevelopment

Local Housing Need: means (i) households who are in need of residential accommodation suitable for their needs as their sole or principal home otherwise unable to obtain such suitable accommodation within the administrative areas of the Council by reason of lack of financial resources and whom it is reasonable to live in the locality or persons for the time being registered on the Council's maintained housing register and/or other housing register maintained for the purpose of identifying Local Housing Need in accordance with the policy of the Council and (ii) in the event that there shall be no such person ready willing and able to occupy an Affordable Housing Unit at the material time then a Household who is assessed by a AHP or the Council to be in genuine and urgent housing need

Market Rent: means the estimated amount for which the relevant Dwelling should be let on the date of valuation between a willing lessor and willing lessee on appropriate lease terms in an arm's length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion

Market Value: means the open market value as assessed by a Valuer of a Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation

Monitoring Contribution: means the sum of three hundred and forty pounds (£340) (index linked as hereinafter provided) towards the cost of each distinct trigger point within each legal agreement

Comment [MOU7]: Please clarify this or provide a total

Natural England: means the executive non-departmental public body sponsored by DEFRA (including any successor organisation)

NHS: means NHS Herts Valley Clinical Commission Group of The Forum, Marlowes, Hemel Hempstead HP1 1DN (now known as Hertfordshire and West Essex Integrated Care Board)

NHS Contribution: means the sum of one hundred and twenty-two thousand, seven hundred and forty pounds (£122,740) (index linked as hereinafter provided) as a contribution towards extending the Midway Surgery, Chiswell Green to accommodate patient population increase

Occupy: means occupation for the purposes of the Planning Permission but not including occupation by personnel engaged in the construction fitting out or decoration or occupation for marketing or display or occupation in relation to security

operations and the expressions “**Occupation**” and “**Occupied**” shall be construed accordingly

Open Market Units: means Dwellings which are not Affordable Housing Units

Open Space: means informal public open space and amenity areas to be provided within the Site pursuant to any Reserved Matters including any grass and/or play area(s) and/or landscaped and/or hardstanding and/or parking areas and/or estate roads excluding such areas that are or are to be publicly maintainable highway or within the curtilage of Dwellings

Open Space Certificate: means a certificate or certificates in writing relating to the Open Space Land issued by a Chartered Landscape Architect and in relation to the equipped play area(s) issued by an inspector registered on the Register of Play Inspectors International that confirms that the Open Space Land have been laid out in accordance with the approved Open Space Scheme

Open Space Land: means the land identified as Open Space in the Open Space Scheme which shall be no less than []

Comment [JH8]: To be confirmed

Comment [MOU9R8]: When will this be confirmed? See covering email

Open Space Management Company: means a private limited company established or appointed for inter alia the purpose of managing the Open Space Land in accordance with the approved Open Space Management Scheme

Open Space Management Scheme: means a written scheme prepared by the Owner to be submitted to the Council for approval for the ongoing long-term management and maintenance of the Open Space (as may be amended from time to time with the written approval of Council) including for the avoidance of doubt details of the Management Company and its obligations and funding

Open Space Programme: means a programme for the provision of Open Space at the Development

Open Space Scheme: means a written scheme prepared by the Owner to be submitted to the Council for approval for the provision of Open Space to include details of the Open Space Works

Open Space Works: means the specification and works required for the provision of the Open Space in accordance with the Open Space Scheme

Other Affordable Routes To Home Ownership: means housing provided for sale that provides a route to ownership for those who could not achieve home ownership through the market. It includes shared ownership, relevant equity loans, other low cost homes for sale (at a price equivalent to at least 20% below local market value) and rent to buy (which includes a period of intermediate rent). Where public grant funding is provided, there should be provisions for the homes to remain at an affordable price for future eligible households, or for any receipts to be recycled for alternative affordable housing provision, or refunded to Government or the relevant authority specified in the funding agreement.

Parties: means the parties to this Deed and the word "Party" shall mean any one of them

Plan: means the plan annexed to this Deed

Planning Application: means the application for outline planning permission for the Development received 2 February 2022 bearing the Council's reference number 5/2022/0267

Planning Inspector: means an inspector appointed by the Secretary of State to determine the Appeal

Planning Permission: means the permission to be granted by way of approval of the Planning Application by the Secretary of State or from any reserved matters submissions or resulting from any other planning application covering all or part of the Site for any of the uses comprised in the Planning Application whether granted by variation alteration substitution addition or replacement PROVIDED THAT if any form of development within the Site which individually or in combination with any other permission for development would lead to levels of development exceeding those set out in the Planning Application that development shall be subject to additional planning obligations

Price Cap: means upon a First Disposal only, the amount for which the First Home is sold being the lower of the Discount Market Price and Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State

Primary Education Contribution: means the sum of nine hundred and nineteen thousand, eight hundred and sixty two pounds (£919,862) which has been calculated

~~in accordance with the Indicative Dwelling Mix, or if the Final Dwelling Mix differs from that specified herein the sum calculated in accordance with Table 1 at Schedule 7 (Index linked as hereinafter provided) towards the expansion of Killigrew Primary School and/or provision serving the development~~

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

(i) in the case of an Affordable Rented Unit a person accepted on to the St Albans Housing Register (from time to time) in accordance with the Housing Allocations Policy;

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

~~(ii)(iii)~~ in the case of First Homes, a person who meets the criteria [specified in paragraph 4.1 of Schedule 2]

Qualifying Self Build and Custom Housebuilding Developer: means an individual or association of individuals (including bodies corporate that exercise functions on behalf of associations of individuals who satisfy all of the following criteria:

- a. Aged 18 or older
- b. A British citizen, a national of an EEA State other than the United Kingdom or a national of Switzerland; and
- c. Seeking (either alone or with others) to acquire a serviced plot of land in the Council's area to commission or build a house to occupy as that individual's sole or main residence

Reserved Matter(s): means an application for reserved matter submitted pursuant to the Planning Permission (as may be amended)

Resident Travel Pack: means a welcome pack for occupants of the Dwellings containing all of the details of sustainable travel options in the local area

[RPI: means the Retail Price Index being a price index calculated and published by the UK's Office of National Statistics which measures the change in the prices charged for goods and services bought for consumption in the UK](#)

Secondary Education Contribution: means the sum of one million and twelve thousand, three hundred and seventy-eight pounds (£1,012,378) which has been calculated in accordance with the Indicative Dwelling Mix, or if the Final Dwelling Mix differs from that specified herein the sum calculated in accordance with Table 1 at Schedule 7 (Index linked as hereinafter provided) towards the expansion of Marlborough School and/or provision serving the development

Secretary of State: means the Secretary of State for the Department for [Levelling Up, Housing and Communities](#) [and Local Government](#) or such other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of State by the 1990 Act

Self-Build and Custom Housebuilding: means a Dwelling which meets the definition in the 2015 Act and constructed on a Self-Build and Custom Housebuilding Plot

Self-Build and Custom Housebuilding Plots: means those parts of the Site to be provided pursuant to the provisions of Schedule 5 of this Deed to enable construction of 5% (or such other percentage or number as is agreed in writing between the Owner and the Council) of the Dwellings as Self-Build and Custom Housebuilding and "Self-Build and Custom Housebuilding Plot" shall be construed accordingly

Self-Build and Custom Housebuilding Register: means the Council's custom build registers maintained pursuant to section 1 of the 2015 Act

Self-Build and Custom Housebuilding Scheme: means a scheme to be prepared by the Owner for the provision of Self-Build and Custom Housebuilding on the Self-Build and Custom Plots to include:

- (i) The indicative location of the individual Self-Build and Custom Housebuilding Plots which shall (unless otherwise agreed with the Council) secure that at least 5% of the Dwellings falling within the administrative area of the Council shall be Self-Build and Custom Housebuilding Plots;

- (ii) Details of the servicing arrangements for the Self-Build and Custom Housebuilding and how they shall be provided in a Serviced Condition;
- (iii) Details of how the Self-Build and Custom Housebuilding Plots shall be marketed and made available to those on the Self-Build and Custom Housebuilding Register and which FOR THE AVOIDANCE OF DOUBT shall include the length of that marketing period and provisions which allow the Self-Build and Custom Housebuilding Plots to be sold as Open Market Units in the event that the Self-Build and Custom Housebuilding Plots are not Disposed of those on the Self-Build and Custom Housebuilding Register following 12 months of marketing (or such other marketing period as may be agreed between the Owner and the Council)

Serviced Condition: means in relation to the land to be used for Affordable House or Self-Build and Custom Housebuilding (as the case may be) the remediation of the land to a standard fit for its end use and the provision of roads, sewers, gas, electricity and telecommunications to the boundary of the Site in accordance with a scheme that the Owner shall submit to the Council for approval

Shared Ownership Lease: means a lease in the form of the Homes England's model shared ownership lease and on terms that permit part purchase of the open market value of the equity in a unit together with rent payable for the open market rack rental value of the un-purchased percentage of the equity in the unit up to a value which does not exceed the rent set by the Homes England from time to time (or such other rent or form of lease approved in writing by the Council)

Shared Ownership Unit: means a unit of Affordable Housing to be made available by an AHP under a Shared Ownership Lease

Site: means the freehold property situated at Land on the west side of Watling Street, St Albans Hertfordshire registered at the Land Registry with Title Absolute under the Title Number HD517612 all of which land is shown for identification purposes only edged red on the Plan

~~**Social Rent:** means Dwellings owned or managed by an AHP let at rents not exceeding the Target Rent~~

~~**Social Rent Unit:** means a unit of Affordable Housing which is owned by local authorities or private registered providers (as defined in section 80 of the Housing~~

[and Regeneration Act 2008\), for which guideline target rents are determined through the national rent regime \(such unit may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the Council\) and in all cases in accordance with the definition of social rented housing contained in Annex 2 to the NPPF or any subsequent replacement or modification thereof](#)

Special Educational Needs and Disabilities (SEND) Contribution: means the sum of one hundred and fourteen thousand and seventy-four pounds (£114,074) which has been calculated in accordance with the Indicative Dwelling Mix, or if the Final Dwelling Mix differs from that specified herein the sum calculated in accordance with Table 1 at Schedule 7 (Index linked as hereinafter provided) as a contribution towards the delivery of additional Severe Learning Difficulty (SLD) special school places (WEST), through the relocation and expansion of Breakspeare School and/or provision serving the development

SPONS Index: means the index linked by reference to the price adjustment formula for construction contracts in the monthly bulletin of indices published by Her Majesty's Stationary Office as collated into a single index known as the SPONS Construction Civil Engineering Cost Index

Sustainable Transport Contribution: means the contribution sum of six thousand, eight hundred and twenty-six pounds (£6,826) per Dwelling (indexed linked as hereinafter provided) as a contribution towards schemes identified in the County Council's Local Transport Plan and its supporting documents, South Central Hertfordshire Growth & Transport Plan, the costs incurred in delivering the Sustainable Travel Voucher and the costs in delivering the Travel Plan Evaluation and Support Contribution together with any highway works secured by an agreement under section 278 of the Highways Act 1980 or otherwise as may be required by any conditions attached to the Planning Permission

Sustainable Travel Voucher: means a voucher incentive tangible or web hosted for the value of fifty pounds (£50) per flat unit or one hundred pounds (£100) per house unit forming part of the Development (index linked as hereinafter provided) to be given to the residents of each Dwelling to incentivise the uptake of public transport cycling or walking as appropriate to the Development

Target Rent: means the rent as determined by the national rent regime published by Homes England or any subsequent replacement or where there is no such replacement at a rent determined by the Council

Travel Plan: means the travel plan to be submitted by the Owner pursuant to paragraph 2.1 of Schedule 1

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 from the date of first Occupation of the 30th Dwelling and then annually in the corresponding calendar month for a period of 5 years

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) (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 "Travel Plan Guidance" 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 Payment: means the sum of five thousand five hundred and ninety two Pounds (£5,592) calculated as twenty four pounds and fifty three pence (£24.53) per

[person towards increasing capacity at Waterdale Transfer Station and/or provision serving the development](#)

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

Youth Contribution: means the sum of twenty-seven thousand, six hundred and eighty one pounds (£27,681) which has been calculated in accordance with the Indicative Dwelling Mix, or if the Final Dwelling Mix differs from that specified herein the sum calculated in accordance with Table 1 at Schedule 7 (Index linked as hereinafter provided) towards the re-provision of the St Albans Young People's Centre in a new facility and/or provision serving the development

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 Words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa.
- 1.4 The reference to any statute or section of a statute includes any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.
- 1.5 Any reference to a clause, a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears.
- 1.6 Reference to the Site includes any part of it.
- 1.7 Where two or more people form a party to this Deed the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 1.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective functions.
- 1.9 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing and words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done.

2. EFFECT OF THIS DEED

- 2.1 This Deed is entered into pursuant to Section 106 of the 1990 Act. To the extent that they fall within the terms of Section 106 of the 1990 Act the obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council and the County Council.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.3 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 Site or any part thereof ~~(unless otherwise stated in this Deed).~~

3. CONDITIONALITY

This Deed is conditional upon:-

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development
- (iii) confirmation by the Inspector or the Secretary of State in the decision notice or letter issued pursuant to the Appeal that the planning obligations contained in this Deed comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) SAVE THAT if the Inspector or the Secretary of State in the decision notice or letter issued pursuant to the Appeal states that a planning obligation contained in this Deed does not comply with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) then that planning obligation shall have no further force or effect and shall not be enforceable against any of the Parties or their respective successors in title but that shall not affect the enforceability of the remaining planning obligations in this Deed |

Comment [MOU10]: Proposed deletion not accepted – see covering email

save for the provisions of Clauses 9.2 (Local Land Charge) and 9.11 (Change of Ownership) ~~and 10 (Appeal Materiality)~~ which shall come into effect immediately upon completion of this Deed

4. OWNERS COVENANTS

4.1 The Owner covenants with the Council and the County Council:-

- (a) to observe and perform the covenants restrictions stipulations and obligations contained in Schedules 1, 2, 3, 4 and 5 hereto
- (b) to give the County Council and the Council no less than five (5) Working Days' notice of the Commencement Date such notice to be given prior to the Commencement Date in writing using the proforma set out in Schedule 6 hereto
- (c) to give the County Council and the Council no less than five (5) Working Days' notice of the Occupation of the Development such notice to be in writing using the proforma set out in Schedule 6 hereto
- (d) to give the County Council and the Council no less than five (5) Working Days' notice of the Completion of the Development such notice to be in writing using the proforma set out in Schedule 6 hereto

5. OBLIGATIONS OF THE COUNCIL AND/OR COUNTY COUNCIL

5.1 This Deed is conditional upon the Council and/or County Council (as applicable) at the written request of the Owners the Council and/or Country Council (as applicable) providing written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed

5.2 This Deed is conditional upon the Council and/or County Council (as applicable) accepting that following receipt of any payments or financial contributions from any of the parties pursuant to any obligations contained in this Deed,

- (a) to place the payments or financial contributions on deposit in the Council's and/or County Council's bank accounts (as applicable); and
- (b) to apply such payments or financial contributions only for the purposes specified in this Deed provided that the Council and/or County Council (as

applicable) will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Owner.

and where any financial contribution paid by any of the parties in accordance with this Deed has not been used by the Council and/or County Council (as applicable) within 5 years after the date of receipt of the final instalment of the relevant payment to repay such sum to the paying party within 20 Working Days of a written demand together with all accrued interest (and for the purposes of this clause the repayment will be to the original paying party and not to that party's successor in title).

- 5.3 This Deed is conditional upon the Council and/or County Council (as applicable) accepting that where any sum referred to in the Deed is stated to be payable for a particular purpose it will not be used otherwise than towards that purpose

Comment [MOU11]: Proposed deletion not accepted – see covering email

6. INDEXATION

6.1 The Library Contribution, ~~the Primary Education Contribution~~, the Secondary Education Contribution, the Special Educational Needs and Disabilities (SEND) Contribution, and the Youth Contribution shall each be index linked by reference to the BCIS Index figure of 1Q2022 to the figure applicable to the quarter in which the contribution is paid.

6.2 NHS Contribution and the EEAST Contribution shall each be index linked by reference to the RPI Index Figure of July 2021 at the date of this agreement to the finalised figure applicable to the month in which the contribution is paid.

Comment [MOU12]: Proposed indexation to July 2021 not accepted – see covering email.

~~6.16.3~~ The Waste Payment shall be index linked by reference to the BCIS Index figure of 3Q2022 to the figure applicable to the quarter in which the contribution is paid.

~~6.26.4~~ The Monitoring Contribution shall be index linked by reference to the RPI Index Figure of July 2021 to the finalised figure applicable to the month in which the Monitoring Fees are paid.

~~6.36.5~~ The Sustainable Transport Contribution shall be index-linked to movements in the SPONS Index from January 2019 to the date on which the Sustainable Transport Contribution is paid.

~~6.46.6~~ Where any sum is required to be index linked by reference to the BCIS Index that sum payable shall be increased or decreased in accordance with any change in the BCIS

Index published from time to time by the application of the formula $A = B \times (C \div D)$
where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

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

D is the BCIS figure stated in clause [6.1 or 6.3](#)

~~6.56.7~~ Where any sum is required to be index linked by reference to the RPI Index that sum payable shall be increased or decreased in accordance with any change in the RPI Index published from time to time by the application of the formula $A = B \times (C \div D)$
where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

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

D is the RPI figure stated in clause [6.5.23](#).

~~6.66.8~~ Where any sum to be paid to the Council or the County Council under the terms of this Deed is required to be indexed then an interim payment shall initially be made on the due date based on the latest available forecast figure (or figures as the case may be) at the date of payment and any payment or payments by way of adjustment shall be made within ten (10) Working Days of written demand by the Council or County Council or the payer of the interim payment (as the case may be) once the relevant indices have been finalised.

7. MISCELLANEOUS

7.1 The Owner hereby warrants that it is the owner of the freehold of the Site and that no other party has an interest in the Site save as disclosed in writing to the Council and the Chief Legal Officer of the County Council prior to completion of this Deed.

- 7.2 This Deed shall be registered as a local land charge by the Council.
- 7.3 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 or a statutory successor to a party hereto.
- 7.4 Any notice to the parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or sent by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

In respect of the Owner:	In respect of the Council:	In respect of the County Council:
The address of the current owner of the land as at the date of service of any notice as shown in the particulars to this Deed or such other addresses as may from time to time be notified to the Council as being their addresses for service for the purposes of this Deed	Strategic Director, Community & Place Delivery, St Albans City and District Council, The Council Offices, Civic Centre, St Peter's Street, St Albans, Hertfordshire, AL1 3JE (5/2022/0267)	The Chief Legal Officer, Hertfordshire County Council, County Hall, Pegs Lane, Hertford (ref: 021259)

- 7.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Deed.
- 7.6 Nothing in this Deed shall be construed as imposing a contractual obligation upon the Council as to the issue of the Planning Permission or as restricting the exercise by the Council or the County Council of any powers exercisable by them respectively under the 1990 Act or under any other Act or authority.
- 7.7 No waiver whether express or implied by the County Council or Council of any breach or default by the Owner in performing or observing any of the obligations contained herein shall constitute a continuing waiver and no such waiver shall

prevent the County Council or the Council from enforcing the relevant obligations or from acting upon any subsequent breach or default.

- 7.8 This Deed shall cease to have any effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or if the Commencement Date has not been initiated in accordance with section 56 of the 1990 Act before the expiration of the period specified in the Planning Permission.
- 7.9 Where the approval, consent, expression of satisfaction, agreement, confirmation or certification of the Council or County Council or any officer of the Council or County Council is required for any purpose under or in connection with the terms of this Deed such approval, consent, expression of satisfaction, agreement, confirmation or certification shall not be unreasonably withheld or delayed.
- 7.10 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 of the day to enter the such parts of the Site (other than individual Dwellings that have been Occupied and their curtilages) 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.
- 7.11 The Owner shall give the Council and the County Council written notice within 20 Working Days of any change in ownership of any of its interests in the Site 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 the Site purchased by reference to a plan. PROVIDED THAT this shall not apply in relation to Disposals of individual Dwellings or to statutory undertakers.
- 7.12 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its interest in the Site or that part of the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.13 The obligations in this Deed will not be enforceable against individual Dwellings nor against those deriving title from them nor their mortgagees or charges save for where

there are restrictions on the Occupation of the Dwellings then such restrictions on Occupation shall bind the owners occupiers or tenants of the Dwellings who shall not Occupy any Dwelling in breach of such restrictions.

- 7.14 Any future mortgagee or chargee agrees that the security of the charge over the Site shall take effect subject to this Deed PROVIDED THAT the mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.
- 7.15 The obligations contained in this Deed shall not be enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.
- 7.16 The obligations contained in this Deed shall not be enforceable against those benefitting only from an easement or licence in relation to the Site.
- 7.17 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed and this Deed shall not prevent any subsequent planning obligation pursuant to section 106 of the 1990 Act being entered in to in respect of the Site or any part of it which might supersede this Deed.

8. DISPUTE RESOLUTION

- 8.1 This Deed is conditional upon the Council and the County Council accepting that in the event of there being any dispute between any of the Parties in respect of any matter to be agreed pursuant to this Deed such dispute shall be determined in accordance with this Clause 8 and any party to the dispute may at any time by notice in writing to the other party to the dispute require an independent expert to be appointed to resolve the dispute ('the Expert').
- 8.2 The Expert (who shall be a person having not less than 10 years' experience of the type of dispute in question) may be agreed upon by the parties to the dispute and in default of such agreement within 1 month of a requirement being made pursuant to Clause 8.1 shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of any party to the dispute made at any time after the said period of 1 month.

Comment [MOU13]: Proposed deletion not accepted – see covering email

Comment [JH14]: To be confirmed

Comment [MOU15R14]: When will this be confirmed please?

- 8.3 If such dispute shall relate to matters concerning construction, interpretation and/or the application of this Deed the Expert shall be a barrister or a solicitor as agreed between the parties to the dispute.
- 8.4 If such a dispute relates to matters necessitating any calculation or otherwise concerning a financial aspect of this Deed the Expert shall be a chartered accountant as agreed between the parties to the dispute.
- 8.5 If such a dispute relates to the valuation of any interest or estate in any part of the Site the Expert shall be a RICS chartered Surveyor as agreed between the parties to the dispute.
- 8.6 If such dispute relates to matters connected with education the Expert shall be an appropriately qualified person in the field of primary and secondary education facility provision as agreed between the parties to the dispute.
- 8.7 In any other case the Expert shall be (at the discretion of the President of the Chartered Institute of Arbitration) either an architect or civil engineer or a member of the Royal Town Planning Institute.
- 8.8 If such dispute relates to matter falling within two or more of sub clauses 8.3 - 8.6 the President of the Chartered Institute of Arbitrators may appoint such person or persons falling within the description of sub-clauses 8.3 - 8.6 as he thinks appropriate including joint Experts.
- 8.9 If the Expert nominated pursuant to such application dies or declines to act another Expert may be appointed in his place as agreed between the parties to the dispute.
- 8.10 Notice in writing of his appointment shall be given by the Expert to the parties to the dispute and he shall invite each to submit within a specified period (which will not exceed 4 weeks) any written representations each wishes to make to him and any submissions shall be provided to the said parties with an invitation to respond within a specified period (not exceeding 2 weeks).
- 8.11 The Expert shall act as an expert and not as an arbitrator and he shall consider any written representation submitted to him within the said specified period and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.

- 8.12 The Expert shall give notice in writing of his decision with reasons therefore to the parties to the dispute within 1 month of his appointment or within such extended period as the Parties may together allow.
- 8.13 The decision of the Expert shall be final on all matters referred to him and in the absence of manifest error shall be binding on the parties to the dispute.
- 8.14 If for any reason the Expert fails to make a decision and give notice thereof within the time and in the manner herein before provided any party to the dispute may apply to the President of the Royal Institution of Chartered Surveyors for a substitute to be appointed in his place which procedure may be repeated as many times as necessary.
- 8.15 Each party to the dispute shall bear its own costs save that the fees of the Expert and of the Royal Institution of Chartered Surveyors shall be in the Expert's award or if no award is made to be divided equally between the parties to the dispute.
- 8.16 It is agreed that nothing in this Clause 8 shall be taken to fetter the ability of the parties to the dispute to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

9. VALUE ADDED TAX

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable. Any value added tax charged will be subject to production of a valid value added tax invoice addressed to the paying party.

10. APPEAL: MATERIALITY

~~_____ If the Secretary of State or his Planning Inspector for the purposes of the determination of the Appeal shall in his decision letter for the Appeal clearly and expressly indicate that one or more of the planning obligations secured by this Deed are incompatible with any one or more of the criteria for planning obligations set out at Regulation 122(2) of the CIL regulations then the relevant obligation so expressly specified in the decision letter shall, from the date of the decision letter cease to have effect and shall not be enforceable against any of the Parties or their respective successors in title but that shall not affect the enforceability of the remaining planning obligations in this Deed~~

Formatted: Heading 2, Indent: Left: 1.27 cm

40.11. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

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

Formatted: Indent: Hanging: 1.27 cm

Formatted: Outline numbered +
Level: 1 + Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment: Left +
Aligned at: 0 cm + Tab after: 1.27 cm
+ Indent at: 1.27 cm

Schedule 1 The Owner's Covenants, Stipulations and Obligations

1. EEAST CONTRIBUTION

- 1.1 To pay the EEAST Contribution to the Council prior to Occupation of any Dwelling on the Development.
- 1.2 Not to Occupy any Dwelling until the EEAST Contribution has been paid in accordance with paragraph 1.1 of this Schedule.

2. LIBRARY CONTRIBUTION

- 2.1 To pay the Library Contribution to the County Council prior to Commencement
- 2.2 Not to Commence until the Library Contribution has been paid in accordance with paragraph 2.1 of this Schedule.

3. MONITORING FEE CONTRIBUTION

- 3.1 To pay the Monitoring Fee Contribution to the County Council prior to Commencement
- 3.2 Not to Commence the Development until the Monitoring Fee has been paid in accordance with paragraph 3.1 of this Schedule

4. NHS CONTRIBUTION

- 4.1 To pay fifty per cent (50%) of the NHS Contribution to the Council prior to Occupation of the twenty fifth (25th) Dwelling on the Development.
- 4.2 Not to Occupy more than twenty-five Dwellings until fifty per cent (50%) of the NHS Contribution has been paid in accordance with paragraph 4.1 of this Schedule.
- 4.3 To pay fifty per cent (50%) of the NHS Contribution to the Council prior to Occupation of the fiftieth (50th) Dwelling on the Development.
- 4.4 Not to Occupy more than fifty Dwellings until the final fifty per cent (50%) of the NHS Contribution has been paid in accordance with paragraph 4.3 of this Schedule.

~~5. PRIMARY EDUCATION CONTRIBUTION~~

~~5.1 To pay the Primary Education Contribution to the County Council prior to Commencement.~~

~~5.2 Not to Commence until the Primary Education Contribution has been paid in accordance with paragraph 5.1 of this Schedule.~~

6.5. SECONDARY ~~PRIMARY~~ EDUCATION CONTRIBUTION

~~6.15.1~~ To pay the Secondary Education Contribution to the County Council prior to Commencement

~~6.25.2~~ Not to Commence until the Secondary Education Contribution has been paid in accordance with paragraph ~~56~~.1 of this Schedule.

7.6. SPECIAL EDUCATIONAL NEEDS AND DISABILITIES (SEND) CONTRIBUTION

~~7.16.1~~ To pay the Special Educational Needs and Disabilities (SEND) Contribution to the County Council prior to Commencement

~~7.26.2~~ Not to Commence until the Special Educational Needs and Disabilities (SEND) Contribution has been paid in accordance with paragraph ~~67~~.1 of this Schedule.

8.7. SUSTAINABLE TRANSPORT CONTRIBUTION

~~8.17.1~~ To pay the Sustainable Transport Contribution to the County Council prior to Occupation

~~8.27.2~~ Not to Commence until the Sustainable Transport Contribution has been paid in accordance with paragraph ~~78~~.1 of this Schedule.

9.8. YOUTH CONTRIBUTION

~~9.18.1~~ To pay the Youth Contribution to the County Council prior to Commencement

~~9.28.2~~ Not to Commence until the Youth Contribution has been paid in accordance with paragraph ~~89~~.1 of this Schedule.

10.9. TRAVEL PLAN

~~10.19.1~~ Prior to first Occupation of the Development

- (a) To submit a draft Travel Plan for written approval to the County Council and obtain such approval
- (b) To nominate a Travel Plan Coordinator for written approval of the County Council and obtain such approval and such nomination shall include contact details for the proposed Travel Plan Coordinator and the nature of their relationship to the Owners

40.29.2 Not to Occupy nor cause nor permit Occupation of the Development until the Travel Plan has been submitted to and approved by the County Council.

40.39.3 To carry out baseline surveys and submit an updated Travel Plan to the County Council to be approved, including amended targets where relevant, within three (3) months of first Occupation of the Development.

40.49.4 To carry out baseline surveys upon the occupation of the first (1st) Dwelling and submit an updated Travel Plan to be approved by the County Council, including amended targets where relevant, within three (3) months of occupation of the forty-seventh (47th) Dwelling

40.59.5 To submit a draft Resident Travel Pack and the Sustainable Travel Voucher to the County Council for written approval by the County Council no less than three (3) months prior to first Occupation

40.69.6 Not to Occupy or permit or allow Occupation of any Dwelling until the draft Resident Travel Pack and Sustainable Travel Voucher have been approved in writing by the County Council

40.79.7 To provide a Resident Travel Pack to each Dwelling forming part of the Development within one (1) month of the first two Occupations of each Dwelling

40.89.8 To provide a Sustainable Travel Voucher to each Dwelling forming part of the Development within one (1) month of the first Occupation of each Dwelling

40.99.9 To at all times during 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 set out in the Action Plan section of the Travel Plan
- (d) carry out the Travel Plan Annual Review annually on the corresponding calendar month for a period of five (5) years commencing one year after the date upon which the baseline survey submitted in accordance with paragraph 10.3 was approved by the County Council 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 purchaser 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 reasonable endeavours to enforce such obligation against any such purchaser 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 purchaser and/or 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

10. WASTE PAYMENT

10.1 To pay the Waste Payment to the County Council prior to Commencement

~~10.10~~10.2 Not to Commence until the Waste Payment has been paid in accordance with paragraph 104.1 of this Schedule.

Schedule 2 Affordable Housing

The Owner covenants with the Council as follows:-

1. AFFORDABLE HOUSING PROVISIONS

1.1. Affordable Housing Units shall subject to paragraph 76.2 of this Schedule not be used or Occupied or Disposed of other than for Affordable Housing in perpetuity in accordance with the approved Affordable Housing Scheme and the requirements of this Schedule

1.2. To provide 40% Affordable Housing Units across the Development with 30% as Social Rent Units, 30% Affordable Rent Units, 25% as First Homes, and 15% Other Affordable Routes to Home Ownership unless otherwise agreed in writing with the Council

1.1-1.3. To submit to the Council as part of the relevant Reserved Matters the proposed Affordable Housing Units calculated in accordance with the Affordable Housing Scheme

1.2-1.4. Not to Commence Development until the Affordable Housing Scheme has been submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed)

2. OCCUPATION

2.1. Unless otherwise agreed in writing by the Council, the Owner covenants not to Occupy or permit or cause Occupation of more than 50% of the Open Market Units within the Council's respective administrative areas until:

- (a) All of the Affordable Housing Units ~~within the Council's respective administrative areas~~ have been constructed in accordance with the Planning Permission, this Schedule and the approved Affordable Housing Scheme and made ready for residential Occupation and written notification of such has been received by the Council; and

(b) Those Affordable Housing Units have been transferred to an AHP in accordance with the Affordable Housing Scheme and paragraphs 3 and 4 of this Schedule

3. ~~3.~~ DISPOSAL OF AFFORDABLE HOUSING UNITS TO AHP

3.1. The Owner covenants with the Council that prior to Occupation of than 50% of the Market Dwellings, the Affordable Housing Units shall be Transferred to the AHP in accordance with this deed and on terms set out in paragraph 67 of this Schedule

~~4. DISPOSAL MECHANISM FOR AFFORDABLE HOUSING UNITS BEING TRANSFERRED TO AN AHP~~

~~THE OWNER COVENANTS WITH THE COUNCIL ON COMMENCEMENT TO COMMENCE NEGOTIATIONS FOR THE TRANSFER OF THE AFFORDABLE HOUSING UNITS TO A AHP THE IDENTITY OF WHOM HAS BEEN APPROVED IN WRITING BY THE COUNCIL (SUCH APPROVAL NOT TO BE UNREASONABLY WITHHELD OR DELAYED) AND TO GIVE THE COUNCIL NOTICE OF COMMENCEMENT OF THESE NEGOTIATIONS FORTHWITH AND NOT TO COMMENCE DEVELOPMENT WITHOUT FIRST HAVING COMMENCED THE SAID NEGOTIATIONS~~

3.4. DESIGN AND CONSTRUCTION OF THE AFFORDABLE HOUSING

3.1.4.1. The Owner covenants with the Council that the Affordable Housing Units shall be constructed and Completed in accordance with the requirements in the Building Regulations 2010 (as amended) and any reasonable requirements by Homes England or the regulator from time to time

5. TERMS OF AFFORDABLE HOUSING TRANSFER

5.1. The Owner covenants with the Council that where any Affordable Housing Units are Transferred to a AHP, it shall be:

- (a) With vacant possession;
- (b) On such terms as may be agreed between the Owner and the AHP concerned;
- (c) Shall contain provisions that the grant of rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
- (d) On such terms that accord with Homes England funding requirement current at the time of construction of the Affordable Housing Units; and

Formatted: Font: Arial Bold, 11 pt, Small caps

Formatted: SchParagraph 2, Space Before: 0 pt, After: 0 pt, Line spacing: Multiple 1.15 li, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0 cm + Indent at: 0.63 cm, Don't keep with next

Formatted: SchParagraph 2, Line spacing: Multiple 1.15 li

(e) In a Serviced Condition

6. OCCUPATION OF THE AFFORDABLE HOUSING UNITS

6.1. Subject to paragraph 76.2 of this Schedule, the Owner shall not permit or otherwise allow any of the Affordable Housing Units to be occupied otherwise than:

(a) As the sole private residence of the Occupier;

(b) By Eligible Households at the time of commencement of Occupation of the Affordable Housing Unit; and

6.2. Subject to paragraph 76.2 of this Schedule the Affordable Rented and Shared Ownership Units shall not be let other than as an Affordable Rent Unit and/or Shared Ownership Unit

6.3. The initial Disposal of each Shared Ownership Unit to a person who is proposed to be become an Occupier shall (unless otherwise agreed in writing by the Council) include the following terms:

(a) The Disposal shall not involve the sale of an equity stake of less than 5% or more than 75%; and

(b) The rent payable under the Shared Ownership Lease shall not amount to more than 2.75% of the open market value of the unsold equity of the relevant Shared Ownership Housing Unit

7. AHP MORTGAGEE DISPOSAL

7.1. The provisions of this Schedule of this Deed shall not be binding on or enforceable against any mortgagee or chargee of a AHP or any administrator, receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee of the AHP to realise its security (each a **Receiver**) or their successors in title or persons deriving title thereto from exercising a power of sale in respect of the whole or any part of the Affordable Housing Units PROVIDED THAT the mortgagee, charge or Receiver of such AHP:

(a) Has given the Council at least 3 months' written notice of its intention to exercise such power of sale;

- (b) If the mortgagee, chargee or Receiver has used its reasonable endeavours to first Dispose of the Affordable Housing Units to a AHP or the Council, and, for the avoidance of doubt, such mortgagee, charge or Receiver shall be under no obligation to Dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the relevant security documentation plus any interest, costs and expenses; and
- (c) If the mortgagee, chargee or Receiver has not completed the Disposal of the Affordable Housing Units or any part thereof in accordance with paragraph 6.1(b) of this Schedule, within the three (3) month period, they may Dispose of the Affordable Housing Units free from the affordable housing provisions in this Deed which provisions shall determine absolutely

5.1-7.2. The provisions of this Schedule shall:

- (a) Cease to apply to any part or parts of the Affordable Housing Units which are Disposed of in accordance with paragraph 6.1(c) of this Schedule;
- (b) Cease to apply to any completed Affordable Housing Units where an AHP shall be required to Dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;
- (c) Cease to apply to any completed Affordable Housing Units where a AHP sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof;
- (d) Cease to apply to any Shared Ownership Unit where the tenant has staircased up to 100% in accordance with the terms of any such Shared Ownership Lease

Formatted: Outline numbered +
Level: 2 + Numbering Style: 1, 2, 3, ...
+ Start at: 1 + Alignment: Left +
Aligned at: 0 cm + Indent at: 1.25 cm

8. PROCEEDS OF SALE ARISING FROM SALE OF AFFORDABLE HOUSING

8.1. The AHP shall use reasonable endeavours to utilise any monies which arise from the sale of any Affordable Housing Unit following the exercise of:

8.1.1. A tenant's right to buy; or

8.1.2. A tenant's right to acquire (including any share of their Affordable Housing Unit); or

8.1.3. Upon the sale of a share in each Affordable Housing Unit allocated for Shared Ownership Housing following the exercise of Staircasing rights;

for other Affordable Housing projects within the Council's administrative areas (as the case may be) PROVIDED THAT the AHP's primary obligation in relation to the use of any such funds shall be to satisfy its obligations to any mortgagee or chargee of the Affordable Housing Unit which shall always take priority

9. FIRST HOMES PROVISIONS

89.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

89.1.1 the Eligibility Criteria (National); and

89.1.2 the Eligibility Criteria (Local)

89.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local), paragraph 89.1.2 of this Schedule shall cease to apply.

98.3 Subject to paragraphs 9.6 to 9.10 of this Schedule, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Chargee

89.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until the Council has been provided with evidence that:

9.4.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 9.2 applies meets the Eligibility Criteria (Local)

9.4.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price and

9.4.3 the transfer of the First Home includes:

a) a definition of the "Council" which shall be the Council

b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in clause 9.1 to 9.9, 9.12, 10 and 11.1(a)(iii) of the S106 Agreement a copy of which is attached hereto as the Annexure."

c) A definition of "S106 Agreement" means this Deed

d) a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the First Homes or any part of it other than in accordance with the First Homes Provisions

e) a copy of the First Homes Provisions in an Annexure

and the Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 9.3 and 9.4 of this Schedule have been met

9.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

_____ and the Council will promptly provide the relevant certificate as part of the Compliance Certificate

9.6 The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

9.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 9.1 and 9.2 of this Schedule (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 9.3 and 9.4 of this Schedule; or

9.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 9.6.1 of this Schedule before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

9.7 Upon receipt of an application served in accordance with paragraph 9.6 of this Schedule the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price

9.8 If the Council is satisfied that either of the grounds in paragraph 9.6 of this Schedule have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 10.6 of this Schedule that the relevant Dwelling may be Disposed of:

9.8.1 to the Council at the Discount Market Price; or

9.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 9.10 of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home

9.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 9.6 of this Schedule above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 9.6 of this Schedule serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 9.6 of this Schedule following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph

9.10 of this Schedule which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home

9.10 Where a Dwelling is Disposed of other than as a First Home in accordance with paragraphs 9.8 and 9.9 of this Schedule above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

9.11 Upon receipt of the Additional First Homes Contribution the Council shall:

9.11.1 within 5 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 9.5 of this Schedule where such restriction has previously been registered against the relevant title; and

9.11.2 apply all monies received towards the provision of Affordable Housing

9.12 Any person who purchases a First Home free of the restrictions in this Schedule pursuant to the provisions in paragraphs 9.8, 9.9 and 9.10 of this Schedule shall not be liable to pay the Additional First Homes Contribution to the Council.

10 FIRST HOMES USE

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 10.1 to 10.4 below.

10.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

10.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances specified in paragraphs 10.2.1 to 10.2.6 below:

10.2.1 the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

10.2.2 the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

10.2.3 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

10.2.4 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

10.2.5 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

10.2.6 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

10.3 A letting or sub-letting permitted pursuant to paragraph 10.1 or 10.2 of this Schedule must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

10.4 Nothing in this paragraph 10 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence

Schedule 3 Open Space and Public Rights of Way

The Owner hereby covenants with Council:

1. Prior to Commencement of the Development, the Owner shall submit to the Council for approval (such approval not to be unreasonably withheld or delayed):
 - 1.1. The Open Space Scheme;
 - 1.2. The Open Space Programme; and
 - 1.3. The Open Space Management Scheme
2. The Owner shall not Commence the Development until it has submitted to and obtained the Council's written approval (such approval not to be unreasonably withheld or delayed) of:
 - 2.1. The Open Space Scheme;
 - 2.2. The Open Space Programme; and
 - 2.3. The Open Space Management Scheme
3. The Owner shall implement and fully comply with the approved Open Space Scheme, and the approved Open Space Programme
4. The Owner shall not Occupy or permit Occupation of more than seventy-five per cent (75%) of the Dwellings until the Open Space has been provided in accordance with the approved Open Space Scheme and the Council have received the appropriate Open Space Certificate
5. The Owner further covenants with the Council to maintain the Open Space Land in accordance with the approved Open Space Management Scheme until the date upon which the transfer described in paragraph 6 has been completed and until the relevant transfer has been completed if any tree or shrub or other planting seeding or turfing dies or becomes diseased or for any reason fails to become established during that period to reinstate or replace it as necessary with a tree or shrub or other plant or turfing of same size and species

6. The Owner further covenants with the Council that not before the expiration of nine (9) months from the date of issue of the Open Space Certificate it shall transfer the Open Space Land to the Open Space Management Company
7. The Owner further covenants with the Council to include in the transfers of the Open Space Land as appropriate to the Open Space Management Company;
 - 7.1. a covenant by the Open Space Management Company only to permit Open Space Land to be utilised as grassed areas and/or play areas and/or parking areas and/or roads and/or open areas for recreation in accordance with this Deed
 - 7.2. a covenant by the Open Space Management Company to maintain the Open Space Land in perpetuity in accordance with the approved Open Space Management Scheme and to allow public access to the Open Space 24 hours a day for 365 days a year save for any Permitted Closure and it being agreed between the Parties that there is no intention to create any public rights of way over the Open Space Land in addition to those parts of the Open Space Land which already benefit from public rights of way at the date of this Deed;
 - 7.3. a covenant by the Open Space Management Company not to transfer the Open Space Land into the individual ownership of the owners of the Dwellings; and
 - 7.4. an obligation on the Open Space Management Company that should the Council so require the Open Space Management Company to enter into a direct covenant with the Council to perform the obligations set out in paragraphs 7.1 to 7.2 of this Schedule
8. The Owner shall furnish to the Council a copy of the completed transfer of the Open Space Land and shall inform the Council in writing of the contract details of the Open Space Management Company
9. The Owner shall;
 - 9.1. include in each transfer or lease of a Dwelling an obligation to contribute an annual amount to the Open Space Management Company which together with fair contributions from other purchasers or lessees of the Dwellings shall be sufficient to enable the Open Space Management Company to discharge its obligations under this Deed in relation to the Open Space Land; and

9.2. procure that the buyer or lessee of each Dwelling upon any subsequent sale or letting of such Dwelling they will procure that the incoming buyer or lessee shall enter into direct covenants with the Open Space Management Company in the form of paragraph 9.1 and 9.2 of this Schedule

Schedule 4 Biodiversity Net Gain

The Owner covenants with the Council:

- 1 To submit the Biodiversity Onsite Compensation Scheme to the Council for approval at the date of submission of the first Reserved Matters application
- 2 Not to Commence Development until the Biodiversity Onsite Compensation Scheme have been approved in writing by the Council
- 3 To pay the Council's reasonable and proper costs incurred in evaluating and approving the Biodiversity Onsite Compensation Scheme within 10 Working Days of receipt by the Owner of a written invoice in respect thereof from the Council
- 4 To fully implement the approved Biodiversity Onsite Compensation Scheme in accordance with the programme set out therein PROVIDED THAT the approved Biodiversity Onsite Compensation Scheme shall be fully implemented prior to Occupation of more than 75% of the Dwellings and thereafter to comply with the approved Biodiversity Onsite Compensation Scheme (or any variations to such agreed in writing between the Owner and the Council from time to time)
- 5 To submit the Biodiversity Onsite Compensation Certificate to the Council prior to Occupation of more than 75% of the Dwellings
- 6 Not to Occupy or permit Occupation or use of more than 75% of the Dwellings unless and until the approved Biodiversity Onsite Compensation Scheme has been implemented in full and the Council have received the Biodiversity Onsite Compensation Certificate

Schedule 5 Self-Build and Custom Housebuilding Plots

The Owner hereby covenants with Council:

- 1 Not to Commence the Development or permit Commencement until the Self-Build and Custom Housebuilding Scheme has been submitted to and approved by the Council
- 2 Unless otherwise agreed with the Council in writing not to permit more than 50% of the Open Market Units to be Occupied until the Self-Build and Custom Housebuilding Plots are made available in accordance with the approved Self-Build and Custom Housebuilding Scheme and have been provided in a Serviced Condition
- 3 Unless otherwise agreed with the Council in writing (as part of the Self-Build and Custom Housebuilding Scheme or otherwise) the Self-Build and Custom Housebuilding Plots shall only be provided and transferred for the provision of Self-Build and Custom Housebuilding to either:
 - (a) Those on the Self-Build and Custom Housebuilding Register;
 - (b) A Qualifying Self-Build and Custom Housebuilder Developer; or
 - (c) Such other person or persons approved in writing by the Council (such approval not to unreasonably delayed or withheld)) prior to any disposal of the Self-Build and Custom Housebuilding Plot in question
- 4 To give notice to the Council of the date of commencement of the date of marketing of each individual Self-Build and Custom Housebuilding Plot not later than 14 Working Days after that date
- 5 If after one (1) year from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots contracts for the sale of any of the Self-Build and Custom Housebuilding Plots have not been exchanged then:
 - (a) the restrictions and obligations in this Schedule shall be released in relation to the relevant Self-Build and Custom Housebuilding Plot(s) and shall no longer apply to those Self-Build and Custom Housebuilding Plot(s); and

- (b) a dwelling may be built on the relevant Self- Build and Custom Housebuilding Plot(s), which may be sold on the open market free from the provision of this Schedule;”

PROVIDED THAT:

- (c) the Owner has provided reasonable evidence demonstrating that the Self-Build and Custom Housebuilding Plots have been marketed for a minimum period of one year from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots in accordance with the approved Self-Build and Custom Housebuilding Scheme and that no or no sufficient demand at a realistic open market value can be demonstrated; and
- (d) the Council has agreed in writing that they are satisfied that the Self-Build and Custom Housebuilding Plots have been marketed for a minimum period of two years in accordance with the approved Self-Build and Custom Housebuilding Scheme from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots in accordance with the approved Self-Build and Custom Housebuilding Scheme (such approval not be unreasonably withheld or delayed).

Schedule 6 Proforma

PURSUANT TO SECTION 106 AGREEMENT/UNILATERAL UNDERTAKING

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE

HCC DU REFERENCE

SITE ADDRESS

SITE OWNER DETAILS

Name

Contact name

Address

Telephone nos

Main

Mobile

E-mail

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 (primarySecondary)	X £	Y £	Z £	X + Y £	Herts County Council

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

- a) The Chief Legal Officer
Hertfordshire County Council
County Hall
Pegs Lane
Hertford
Hertfordshire
SG13 8DE

(Ref: 021259)
- b) To Strategic Director, Community & Place Delivery
St Albans City and District Council
Civic Centre
St Peter's Street
St Albans
Hertfordshire
AL1 3JE (Ref: 5/2022/0267)

Schedule 7 HCC Planning Obligations Contributions Table and Indicative Dwelling Mix

Should the Indicative Dwelling Mix change, then the applicant should use the following table to calculate the correct contributions:

Table 1 – HCC Planning Obligations Contributions Table

Service	Type	Tenure	Bedrooms			
			1	2	3	* ≥ 4
Library Contribution	Flat	Affordable Rent and/or Social Rent**	£110	£198	£257	£274
Library Contribution	Flat	Open Market and/or Shared Ownership*	£126	£167	£221	£301
Library Contribution	House	Affordable Rent and/or Social Rent**	£118	£204	£268	£362
Library Contribution	House	Open Market and/or Shared Ownership*	£141	£173	£229	£284
Primary Education Contribution	Flat	Affordable Rent and/or Social Rent**	£2,611	£16,717	£15,750	£17,452
Primary Education Contribution	Flat	Open Market and/or Shared Ownership*	£2,753	£6,217	£5,860	£6,756
Primary Education Contribution	House	Affordable Rent and/or Social Rent**	£841	£11,664	£16,248	£19,318
Primary Education Contribution	House	Open Market and/or Shared Ownership*	£2,619	£5,171	£8,320	£10,195
Secondary Education Contribution	Flat	Affordable Rent and/or Social Rent**	£2,895	£18,810	£16,948	£18,827
Secondary Education Contribution	Flat	Open Market and/or Shared Ownership*	£3,083	£6,730	£6,216	£7,507
Secondary Education Contribution	House	Affordable Rent and/or Social Rent**	£1,007	£13,148	£17,881	£19,959
Secondary Education Contribution	House	Open Market and/or Shared Ownership*	£2,959	£5,665	£9,141	£11,139
SEND Primary Education Contribution	Flat	NA	£194	£194	£194	£194
SEND Primary Education Contribution	House	NA	£654	£654	£654	£654
SEND Secondary Education Contribution	Flat	NA	£66	£66	£66	£66
SEND Secondary Education Contribution	House	NA	£752	£752	£752	£752

Education Contribution						
Youth Contribution	Flat	Affordable Rent and/or Social Rent**	£29	£167	£499	£592
Youth Contribution	Flat	Open Market and/or Shared Ownership*	£23	£70	£213	£317
Youth Contribution	House	Affordable Rent and/or Social Rent**	£28	£249	£586	£1,015
Youth Contribution	House	Open Market and/or Shared Ownership*	£52	£81	£259	£488

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 Reserved Matters 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 Units 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)

Uses an assumed relationship between bedrooms and habitable rooms.
 Figures are subject to indexation and will be indexed using the BCIS

Table 2 – Indicative Dwelling Mix

Comment [MOU16]: This is correct – see covering email

Bedrooms	Houses			Flats		
	Open Market	Intermediate	Affordable Rent	Open Market	Intermediate	Affordable Rent
1	0	0	0	0	3	10
2	0	0	0	0	7	10
3	18	2	4	0	0	0
4+	39	1	1	0	0	0
Total	57	3	5	0	10	20

PRIVATE

House Type	No of Bedrooms	SqFt	No	Total SqFt
2B.1	2	850	11	9350
2B BUNG	2	753	3	2259
3B.1	3	1001	22	22022
3B.3	3	1040	1	1040
3B.4	3	1180	2	2360
3B BUNG	3	1119	4	4476
4B.1	4	1375	11	15125
4B.2	4	1240	3	3720
TOTALS			57	60352

AFFORDABLE

House Type	No of Bedrooms	SqFt	No	Total SqFt
1B FLAT	1	538	6	3228
1B BUNG	1	540	2	1080
1B MAS	1	624	2	1248
2B FLAT	2	656	2	1312
2B FOG	2	656	1	656
2B FLAT	2	753	6	4518
2B BUNG	2	775	2	1550
2B	2	850	4	3400
3B	3	1001	10	10010
4B	4	1140	3	3420
TOTALS			38	30422

SITE TOTALS

95 121196

Comment [JH17]: This is the indicative mix included in the planning application

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

EXECUTED AS A DEED by)
TRUDIE SUTTON)
in the presence of)

Witness
Signature
Address

EXECUTED AS A DEED by)
TRACY GOOD)
in the presence of)

Witness
Signature
Address

EXECUTED AS A DEED by)
WAYNE HUGHES)
in the presence of)

Witness
Signature
Address

EXECUTED AS A DEED by)
JUSTIN HUGHES)
in the presence of)

Witness
Signature
Address

