

PLEASE NOTE:-

THE PROVISIONS OF THIS DOCUMENT MAY NEED TO BE AMENDED TO TAKE INTO ACCOUNT OF MATTERS REQUIRED BY THIS COUNCIL AND THE COUNTY AND EACH FINAL AGREEMENT WILL DEPEND UPON THE SPECIFIC APPLICATION

PLEASE ALSO ENSURE YOU READ THE ACCOMPANYING NOTES

Dated

20

(1)

(2)

(3) WELWYN HATFIELD BOROUGH COUNCIL

and

(4) HERTFORDSHIRE COUNTY COUNCIL

PLANNING OBLIGATION BY DEED OF AGREEMENT PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

Relating to a planning application for [] (including Affordable Housing provision)

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THIS AGREEMENT is made this

day of

20[]

BETWEEN

PARTIES:

- (1) [name] (Co Regn No.) whose Registered Office is situate at [address] ("the **Developer**") [OR SUBSTITUTE "the Owner" throughout document as appropriate]
- (2) [name] (Co Regn No. 1026167) whose Registered Office is situate at [address] ("the **Mortgagees**")
- (3) **WELWYN HATFIELD BOROUGH COUNCIL** of Council Offices, The Campus, Welwyn Garden City, Hertfordshire ("the **Council**")
- (4) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall, Pegs Lane, Hertford, Hertfordshire (the "**County**")

RECITALS

- (A) The Council and County are the local planning authorities for the purposes of the Act for the area within which the Application Site is situated and as such are the local planning authorities entitled to enforce the terms of this Agreement
- (B) The County is also the Highway Authority the Education Authority the Library Authority the Social Services Authority and the Fire and Rescue Authority for the area within which the Application Site is situated
- (C) The Developer is the freehold owner of the whole of the Application Site [subject to the Charge in favour of the Mortgagee]
- (D) The Application has been made to the Council for planning permission for the Development on the Application Site
- (E) On [insert date] the Council resolved to grant Planning Permission subject amongst other things the prior completion of this Agreement
- (F) The Council and County consider it expedient should planning permission be granted pursuant to such planning application that provision should be made for regulating or facilitating the development or use of the Application Site in the manner hereinafter appearing and the Council and County considers that entering into this Agreement will be of benefit to the public

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Deed (including the Recitals) the following expressions shall have the following meanings:-

- 1.1.1 “**Act**” means the Town and Country Planning Act 1990 (as amended)
- 1.1.2 “**Affordable Housing**” means housing provided to Households whose needs are not met by the market as defined in **Error! Reference source not found.**
- 1.1.3 “**Application**” means the application for **[outline/full]** planning permission submitted to the Council dated [insert date] for the Development and allocated reference number [insert reference number]
- 1.1.4 “**Application Site**” means the land [formerly] known as the **[insert address or description]** as shown edged red on the Plan annexed hereto marked “Site Plan” being the land registered at the Land Registry under title number **[insert title number]**
- 1.1.5 “**Charge**” means the mortgage/charge dated [**XXXXXXXX**] made between the Developer and the Mortgagee **[To be used if a Mortgagee is a party]**
- 1.1.6 “**Commencement Date**” means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site survey site clearance archaeological investigations for the purpose of assessing ground conditions preparation work remedial or remediation work in respect of any contamination or other adverse ground conditions diversion and laying or removal of services erection of any temporary means of enclosure including fences and hoardings the temporary display of site notices or advertisements and “**Commencement**” and “**Commence**” and “**Commences**” and “**Commenced**” shall mutatis mutandis be construed accordingly
- 1.1.7** “**Development**” means the demolition of existing buildings and re-development of the Application Site to provide **[XX x two and three storey blocks to incorporate XX apartments comprising XX x 1 bedroom units, XX x 2 bedroom units and XX x 3 bedroom units X% of which shall be Affordable Housing and associated landscaping and parking]** as set out in the Application
- 1.1.8 “**Director for Environment**” means the County’s Chief Executive and Director of Environment for the time being and his agents

- 1.1.9 “**Dwelling**” means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission and “**Dwellings**” shall be mutatis mutandis construed accordingly
- 1.1.10 “**Fire and Rescue Authority**” means that part of the County known as the Hertfordshire Fire and Rescue Service
- 1.1.11 “**Head of Planning**” means Head of Planning of the Council and shall include their duly authorised agents and representatives or any successor
- 1.1.12 “**Interest**” means the rate from time to time prescribed under the Land Compensation Act 1961
- 1.1.13 “**Monitoring Fee**” means the payment of [] pounds [£] towards the Council’s reasonable and proper administrative costs of monitoring compliance with the provisions of this Agreement
- 1.1.14 “**Notice of Commencement**” means the written notice the form of which is contained at Appendix 2 of this Agreement advising of the proposed Commencement Date and to include in the said notice information as to the number and type of Dwellings to be constructed as part of the Development and the net area of the Application Site
- 1.1.15 “**Occupation**” means physical use of the land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “**Occupied**” and “**Occupy**” shall mutatis mutandis be construed accordingly
- 1.1.16 “**Plan**” means the plan attached to this Agreement labelled ‘**Site Plan**’
- 1.1.17 “**Planning Permission**” means the planning permission is to be granted by the Council pursuant to the Application 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 and a draft of which is attached to this Agreement at Appendix 1
- 1.1.18 “**Practical Completion**” means issue of a certificate of practical completion of the Development by the Developer’s architect or in the event that the Development is constructed by a party other than the Developer the issue of a certificate of practical completion by that other party’s architect that the Development has been constructed and is available for Occupation
- 1.1.19 “**Retail Price Index**” means the measure of change in the prices charged for goods and services brought for consumption in the UK produced by the Office for National Statistics
- 1.1.20 “**Schedules**” means Schedules [1 to 7] contained in this Agreement

- 1.1.21 **“Working Days”** means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory Bank Holiday and **“Working Day”** shall be construed accordingly

1.2 Interpretation

- 1.2.1 Where in this Agreement reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Agreement
- 1.2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner
- 1.2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 1.2.5 Any reference to an Act of Parliament shall include 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
- 1.2.6 References to any party to this Agreement 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 the successors to their respective statutory functions
- 1.2.7 The headings and contents list are for reference only and shall not affect construction
- 1.2.8 The words “including” and “include” shall be deemed to be followed by the words “without limitation”
- 1.2.9 References in this Agreement to “development” shall have the meaning given to it by Section 55 of the Act

2. LEGAL BASIS

- 2.1 This Agreement is made pursuant to Section 106 of the Act. To the extent that they fall within the terms of Section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council and the County against the Developer

2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers

2.3 The Developer enters into the obligations for itself and its successors in title with the Council and the County with the intent that the obligations contained in this Agreement shall be enforceable not only against the Developer but also against the successors in title of the Developer and any person claiming through or under the Developer an interest or estate in the Application Site or any part thereof

3. CONDITIONALITY

3.1 This Agreement shall come into immediate effect save for clause 5 which is conditional upon the grant of the Planning Permission

4. MISCELLANEOUS

4.1 The Developer hereby warrants that it is the owner of the freehold of the Application Site and that no other party has a material interest in the Application Site

4.2 The Developer shall pay to the Council and County on completion of this Agreement their respective reasonable legal costs and disbursements of and incidental to the negotiation preparation and execution of this Agreement

4.3 The Developer shall pay to the Council the Monitoring Fee on completion of this Agreement

4.4 No provisions of this Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 nor does it confer or purport to confer any right to enforce any of the terms and provisions of this Agreement to any person who is not a party or successor in title or statutory successor to a party hereto

4.5 This Agreement shall be registrable as a Local Land Charge by the Council and County

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

In respect of the Developer at:

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX]

In respect of the Council at:

The Head of Planning

Council Offices
The Campus
Welwyn Garden City
Herts AL8 6AE
Ref: XXXXXXXXX

In respect of the County at:
The Chief Legal Officer
Hertfordshire County Council
County Hall, Pegs Lane
Hertford
Herts SG13 8DE
Ref: XXXXXXXXX

- 4.7 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement
- 4.8 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires prior to the Commencement Date
- 4.9 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Application Site except to the extent that they have caused or contributed to that breach save that they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Application Site in any transfer of the Application Site will constitute an interest for the purposes of this clause
- 4.10 Any agreement obligation covenant or undertaking contained herein by the Developer, the Mortgagee, the County or the Council which comprise more than one person or entity shall be joint and several. Where any agreement obligation covenant or undertaking is made with or undertaken towards any of the parties to this Agreement which comprise more than one person it shall be construed as having been made with or undertaken towards each such person separately
- 4.11 No compensation shall be payable by the Council or the County to any party to this Agreement or their successors in title and assigns arising from the terms of this Agreement and unless specified otherwise in this Agreement all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the successors in title to the Developer and at no cost to the Council or the County
- 4.12 The Developer grants an irrevocable licence to the Council and/or the County and/or any person duly authorised or instructed by them to enter upon any part of the Application Site at any reasonable time subject to providing written notice to the Developer (and immediately in the event of an emergency) to ascertain whether the terms of this

Agreement and/or of the Planning Permission are or have been complied with subject to complying with all health and safety requirements required by the Developer

- 4.13 Nothing in this Agreement 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 of any statutory powers exercisable by them respectively under the Act or under any other act or authority
- 4.14 Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council and the County in the exercise of their functions in any capacity and the rights powers duties and obligations of the Council and the County under private public or subordinate legislation may be effectively exercised as if neither were a party to this Agreement (and in particular neither shall be precluded from entering into any agreement under the Act and/or under any other act or authority with any other party and shall not be deemed to be in breach of this Agreement by so doing)
- 4.15 The parties hereto acknowledge and agree that the planning obligations imposed in this Agreement satisfy the tests in Regulation 122 (2) of the Community Infrastructure Levy Regulations 2010 in that they are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and are reasonably related in scale and kind to the Development

5. OBLIGATIONS OF THE DEVELOPER

- 5.1 The Developer so as to bind the Application Site covenants with the Council and the County
- 5.1.1 To comply with its obligations set out in all the Schedules to this Agreement
- 5.1.2 The Developer shall pay to the Council the Monitoring Fee on completion of this Agreement
- 5.1.3 To provide the Notice of Commencement to the Council and the County no later than twenty (20) Working Days prior to the Commencement Date using the pro-forma set out in Appendix 2 hereto
- 5.1.4 To give the County 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 pro-forma set out in Appendix 2 hereto and
- 5.1.5 To give the County and the Council no less than five (5) Working Days notice of the Practical Completion of the Development such notice to be in writing using the pro-forma set out in Appendix 2 hereto.

6. COVENANTS BY THE COUNCIL

6.1 The Council covenants with the Developer:

- 6.1.1 to issue the Planning Permission within five (5) Working Days after the completion of this Agreement
- 6.1.2 to provide written confirmation, at the written request of the Developer, of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed
- 6.1.3 to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation
- 6.1.4 to use all sums received from the Developer under the terms of this Agreement for the purpose(s) specified in this Agreement for which they are paid
- 6.1.5 that it will pay upon written request to the Developer a sum equal to the amount of any payment made by the Developer to the Council under this Agreement which has not been expended in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the Council of such payment together with any interest accrued on such unexpended sum from the date of receipt to the date of payment PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of the expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be released free of any liability and obligations to the Council

7. COVENANTS BY THE COUNTY

7.1 The County covenants with the Developer:

- 7.1.1 to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the County will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation
- 7.1.2 to use all sums received from the Developer under the terms of this Agreement for the purpose(s) specified in this Agreement for which they are paid

7.1.3 that it will pay upon written request to the Developer a sum equal to the amount of any payment made by the Developer to the County under this Agreement which has not been expended in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the County of such payment together with any interest accrued on such unexpended sum from the date of receipt to the date of payment PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of the expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be released free of any liability and obligations to the County

8. MORTGAGEE'S CONSENT

8.1 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Developer with its consent and that the Application Site shall be bound by the obligations contained in this Agreement and that the security of the Charge over the Application Site shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of the Application Site in which case it too will be bound by the obligations as if it were a person deriving title from the Developer.

9. WAIVER

9.1 No waiver (whether expressed or implied) by the Council (or the County or the Developer) of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council (or the County or the Developer) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

10. CHANGE IN OWNERSHIP

Otherwise than in relation to transfers to the utility companies the Developer shall give to the Council and the County within 1 (one) month of the Developer disposing of any part of the Application Site written notice of the name and address of the person to whom the Application Site or any part has been transferred

11. INTEREST

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

12. VALUE ADDED TAX

All contributions paid in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable

13. DISPUTE PROVISIONS

13.1 The parties to the Deed and their successors in title will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Deed and if the matter is not resolved by negotiation the parties shall refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution procedures

13.2 Notwithstanding the provisions of Clause 13.1 above the parties to this Deed and their successors in title shall reserve all their respective rights in the event that no agreed resolution shall be reached in the mediation referred to in Clause 13.1 and no party shall be deemed to be precluded from taking such interim formal steps as may be considered necessary to protect such party's position while the mediations or other procedure is pending or continuing

14. JURISDICTION

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

15. DELIVERY

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated

IN WITNESS whereof the parties hereto have executed this Agreement on the day and year first before written

Schedule 1 Affordable Housing

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

- “the 2008 Act”** means the Housing and Regeneration Act 2008
- “Affordable Housing”** means Dwellings that are to be Occupied either on a Social Rented or Shared Ownership or Affordable Rented Housing or Intermediate Affordable Housing basis to be built to the essential design standards of the Homes and Communities Agency scheme development standards current edition
- “Affordable Housing Dwellings”** means [number] [] Dwellings located within the Development being [] % of the Dwellings on the Development to be constructed as follows:
- e.g
- [...insert %...] [...insert No...] Bedroom units for rented occupation;
 - [...insert %...] [...insert No...] Bedroom units for rented occupation;
 - [...insert %...] [...insert No...] Bedroom units for rented occupation;
 - [...insert %...] [...insert No...] Bedroom units for shared ownership;
 - [...insert %...] [...insert No...] Bedroom units for shared ownership.
- “Alternative Provider”** means a body other than a Registered Provider whose objectives include the provision of and/or ownership and management of Affordable Housing and is approved by the Council
- “the Buyer”** means a purchaser of the Shared-Ownership Dwelling nominated by the Council
- means a Certificate issued by the Developer’s Architect (or equivalent certifying officer) to confirm

“Certificate of Completion”	that the Affordable Housing has been completed
“Chargee”	means any mortgagee or chargee of the Registered Provider or the Alternative Provider or the Shared Owner or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 lawfully exercising its power of sale in respect of an Affordable Housing Dwelling
“Contract”	means a contract between the Developer and the Registered Provider and/or the Alternative Provider for the transfer of the Affordable Housing Dwellings at a peppercorn which shall require the Registered Provider or the Alternative Provider to enter into the Nominations Agreement with the Council prior to the Occupation of any Affordable Housing Dwelling
“Eligible Household(s)”	means a person or persons nominated by the Council from its Housing Needs Register in accordance with the Council’s Allocation Policy through its Choice Based Lettings (CBL) and Allocation Policy or such other Policy as may from time to time be agreed between the Council and the Registered Provider or on similar registers held by the Registered Provider and/or the Alternative Provider to which the Affordable Housing Dwellings have been transferred
“Financial Terms”	Means: (a) the Market Value of each Shared-Ownership Dwelling and the purchase price of each Shared-Ownership Dwelling and any annual rent charge payable on the Retained Equity in respect of each Shared-Ownership Dwelling to be equal to or less than [] % of the value of the Retained Equity which may be increased (where appropriate) by not more than the Retail Price Index plus ½ per annum and (b) (if appropriate) any annual service charge payable in respect of each Shared-Ownership Dwelling PROVIDED THAT on Initial Let the aggregate weekly Housing Cost associated with (a) does not exceed the Maximum Housing Cost

“Homes and Communities Agency”	means the public body set up to fund and regulatory body for registered social landlords as defined by the 2008 Act Section 81 or anybody appointed by Government to undertake its functions and any successor body
“Household”	means any person or persons living as or who could be reasonably expected to live as an independent domestic unit
“Housing Needs Register”	means the register maintained by the Council or its nominee for Eligible Households
“Initial Let”	means an Affordable Housing Dwelling that has achieved Practical Completion and is ready to be let
“Land Registry Restriction”	means a restriction that is entered on the relevant register of the Land Registry to regulate dispositions of that registered estate
“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 area of the Council by reason of a 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 persons ready willing and able to occupy an Affordable Housing Dwelling at the material time then a Household who is assessed by a Registered Provider or the Council to be in genuine and urgent housing need
“Market Value”	means the price which the whole interest in the Affordable Housing would be expected to command as part of the Residential Development if sold by a willing seller to a willing purchaser for residential purposes subject to the terms of this Agreement but free of the restrictions contained in this Schedule

“Moratorium Period”	means in relation to any proposed sale of the Affordable Housing Dwellings (or any part thereof) by a Chargee the Moratorium Period arising under either section 145 or 147 of the Housing and Regeneration Act 2008.
“Nomination Agreement”	means a nomination agreement in respect of the Affordable Housing Dwellings in a form to be agreed between the Registered Provider and/or the Alternative Provider and the Council (acting reasonably and without delay) in favour of the Council granting the Council 100% nomination rights of all Affordable Housing Dwellings
“Nominees”	means those Households nominated or to be nominated under the terms of the Nomination Agreement
“Open Market Dwellings”	means those Dwellings which are not Affordable Housing Dwellings
“Practical Completion”	means the date that the Developer’s Architect (or equivalent certifying officer) confirms that the Affordable Housing has been completed
“RTA Purchaser”	means a former tenant of an Affordable Housing Dwelling who purchases it under the provisions of the Right to Acquire created by section 16 of the Housing Act 1996 or the preserved right to buy created by Part V Housing Act 1985 or any other statutory right in force from time to time entitling tenants of Registered Providers to purchase their homes
“Registered Provider”	means a body registered as a provider of social housing under the 2008 Act and approved by the Council (such approval not to be unreasonably withheld or delayed)

“Retained Equity”	means the proportion of the Market Value in a Shared-Ownership Dwelling represented by such share of unsold equity
100% Staircaser	means a former Shared Owner who has staircased to 100% of the equity of the Affordable Housing Dwelling
“Shared Ownership”	means housing for sale at a price below Market Value which accords with the Financial Terms on a Shared Ownership Lease whereby a residential buyer is able to purchase a share of the equity in an Affordable Housing Dwelling at a minimum of 25% initially (at the option of the buyer) and pay an annual rent of up to 2.75% on the Retained Equity with no limitation in the aggregate equity that can be owned by the lessee and “Shared Owner” and “Shared Ownership Dwelling” shall be interpreted accordingly
“Shared-Ownership Lease”	means a form of lease for the time being prescribed by the Homes and Communities Agency and in other cases in the usual form of the Registered Provider being a Registered Social Landlord (or as otherwise approved by the Council)
“Subsequent Let”	means an Affordable Housing Dwelling that is vacant after an Initial Let
“The Council of Mortgage Lenders”	means the national body of lender organisations that are regulated and authorised by the Financial Services Authority

The Developer hereby covenants with the Council as follows:

A. Where Affordable Housing not identified, no registered provider identified

1. Not less than [number-words] (number-figure) Dwellings approved pursuant to the Planning Permission representing [number-words] (number-figure) per centum of the total Dwellings to be constructed shall be provided and maintained as Affordable Housing in accordance with the terms of this Agreement or the relevant Nomination Agreement as appropriate
2. Not to commence the Development until the Developer has submitted to the Council and the Council has approved in writing (such approval shall not be unreasonably withheld) the layout and location of the Affordable Housing within the Development
3. Within fourteen (14) days after the Development has Commenced to notify that fact in writing to the Council's Head of Planning and the Developer shall give written notice to the Council's Head of Planning within one (1) month of first Occupation of the first Open Market Dwelling to be occupied
4. Not to Occupy more than 50% of the Open Market Dwellings unless and until all of the Affordable Housing has been constructed in accordance the quality and design standards of the Homes and Communities Agency as well as meeting all of the Homes and Communities Agency's other funding requirements and are ready for Occupation
5. Not to Occupy more than 50% of the Open Market Dwellings until the Developer has entered into a Contract with a Registered Provider for the sale of the Affordable Housing in accordance with this Schedule 1
6. The Contract with the Registered Provider shall provide for the sale of the Affordable Housing to the Registered Provider and that the Affordable Housing shall not be used other than for Affordable Housing
7. The Developer's obligations under this Schedule shall be discharged upon the issue of a Certificate of Completion or equivalent and having first entered into a Contract with a Registered Provider pursuant to under clause 6 of this Schedule.
8. Not to Occupy any of the Open Market Dwellings until the Registered Provider to whom the Affordable Housing is to be transferred is approved by the Council's Head of Planning (such approval not to be unreasonably withheld or delayed) and a Deed of Nomination Rights entered into between the Council and the Registered Provider upon such terms and conditions as agreed between the Council and the Registered Provider
9. Not to Occupy more than 50% of the Open Market Dwellings until:-
 - a. All roads giving access to the Affordable Housing have been laid to base course level and are open ready for use, or a reasonably suitable alternative safe means of access has been provided to the satisfaction of the Registered Provider and the Council; and

- b. All foul and surface water sewers required to be laid to serve the Affordable Housing have been constructed ready for connection to and use by the Affordable Housing; and
 - c. All mains gas, water, electricity and telecommunication services have been laid with adequate capacity for the Affordable Housing and a suitable point of connection provided for the Affordable Housing;
 - d. The Affordable Housing has been constructed and transferred to the Registered Provider pursuant to clauses 5 and 6 of this Schedule
10. Prior to Occupation of any of the Open Market Dwellings the Developer or the Registered Provider shall submit to the Council for written approval of the Financial Terms to demonstrate the affordability of the Affordable Housing to meet Local Housing Need
11. Prior to Occupation of any of the Open Market Dwellings the Developer shall four months prior to the Affordable Housing being completed and ready for Occupation give to the Council written notice of Practical Completion of the Affordable Housing such notice to include:
 - a. Layout plans of the Affordable Housing
 - b. The total number of Affordable Housing Dwellings
 - c. Copies of the plans and specification information leaflet and any other written information concerning the Affordable Housing which it is proposed to make available to Nominees including the Financial Terms
12. Upon giving the Council notice pursuant to clause 11 of this Schedule the Council shall be permitted to nominate sufficient persons or households to the Affordable Housing
13. The Affordable Housing Dwellings shall be [insert % age] Social Rented and [insert % age] Shared Ownership and/or any other Intermediate Housing that meet the Government's definitions of Affordable Housing and is consistent with the Council's prevailing Affordable Housing Policy and to be specified in writing by the Council as to mix type and size of the Affordable Housing Dwellings
14. Affordable Housing that is sold on a shared ownership basis shall be sold on a Shared-Ownership Lease which would enable the Buyer to acquire the remaining equity and which is generally acceptable to lenders who are full members of The Council of Mortgage Lenders
15. The initial equity share of Affordable Housing sold in accordance with clause 14 of this Schedule shall be no less than 25% and no more than 50% and any proceeds realised from any subsequent sale of any equity share in excess of 50% shall be paid to the Council to use for housing purposes
16. On the Initial and Subsequent Lets of the Affordable Housing in accordance with this Schedule the Shared Ownership Dwellings shall be subject to a Land Registry Restriction being placed on the register of the title to the relevant Shared-Ownership Dwelling

17. Subject to clause 20 of this Schedule from the date of Practical Completion of the Affordable Housing, the Affordable Housing shall not be used other than for Affordable Housing except where a Buyer or subsequent occupant exercises any right to acquire an unrestricted long lease or where an occupant acquires 100% ownership of the Shared-Ownership Dwelling
18. The Developer shall use reasonable endeavours to ensure that the lessee or buyers of the Affordable Housing Dwelling will covenant to give written dated notice thereof to the Registered Provider or Council when proposing to make any voluntary disposal specifying the sale price the address of the dwelling and the contact name and telephone number for prospective purchasers to obtain details and a draft contract for purchase and shall not dispose of the Affordable Housing Dwelling for a period of three months thereafter other than to a person nominated by the Council or Registered Provider as having a Local Housing Need under the terms of this Agreement who shall upon request in that behalf be supplied with a draft contract to exchange contracts in priority to any other person thereby ensuring (where possible) the Affordable Housing Dwelling remains affordable and available to meet Local Housing Need unless the lessee has purchased 100% of the equity (in which case the provisions of this Clause shall cease to apply in respect of such Affordable Housing Dwelling)
19. The Developer (or where appropriate the Registered Provider) shall include within any lease or transfer of the Affordable Housing Dwelling provision that the Registered Provider shall agree criteria to fix any subsequent Financial Terms payable for the Shared Ownership
20. Any Chargee shall prior to seeking to dispose of the Affordable Housing pursuant to any default under the terms of its mortgage or charge shall give not less than three months written notice to the Council of its intention to dispose and:
 - a. In the event the Council responds within two months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its best endeavours to secure such transfer
 - b. If the Council does not serve its response to the notice served under clause 20.a. above within the two months then the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule which shall from the time of completion of the disposal cease to apply
 - c. If the Council or any other person cannot within two months of the date of service of its response under clause 20.a. above secure such transfer then provided that the Chargee shall have complied with its obligations under this clause 20 the Chargee shall be entitled to dispose free of the restrictions set out in this Schedule of this Agreement which shall from the time of completion of the disposal cease to apply

PROVIDED THAT at all times the rights and obligations in this clause 20 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that

the Council must give full consideration to protecting the interest of the Chargee in respect of monies outstanding under the charge or mortgage

B. Where Affordable Housing Land has been identified and is to be transferred to RSL.

- 1 No more than 50% of the Open Market Dwellings shall be Occupied until the Developer has first entered into a Contract with the Registered Provider and the Affordable Housing has been transferred to the Registered Provider with the benefit of the following:
 - a. the Affordable Housing Dwellings have been constructed to Practical Completion; and
 - b. full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Dwellings; and
 - c. full and free rights to the passage of water soil electricity gas telecommunications and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Dwellings all such services to be connected to the mains and laid in adequate capacity for the Affordable Housing Dwellings; and
 - d. all roads giving access to the Affordable Housing have been laid to base course level and are open ready for use, or a reasonably suitable alternative safe means of access has been provided to the satisfaction of the Registered Provider and the Council; and
 - e. all foul and surface water sewers required to be laid to serve the Affordable Housing have been constructed ready for connection to and use by the Affordable Housing

C Where Affordable Housing Units to be constructed prior to transfer to the Registered Provider and mix determined.

Clause

- 1 The Developer covenants with the Council that no more than 50% of the Open Market Dwellings shall be Occupied until the Affordable Housing Dwellings have been constructed and the Developer has entered into a Contract to transfer the Affordable Housing Dwellings to a Registered Provider to be nominated and approved in writing by the Council.
- 2 The Affordable Housing Dwellings shall consist of [...insert %...] of the total dwellings in the Development and it will be made up of the mix type and size approved in writing by the Council with fractions of 0.5 or more rounded up to give a whole number of Affordable Housing Dwellings

- 3 The Affordable Housing Dwellings shall be in groups of no more than [specify number] Affordable Housing Units distributed within the Development (unless otherwise approved by the Council), the locations of which shall be approved by the Council.
- 4 The transfer of the Affordable Housing Dwellings pursuant to clause 1 of this Schedule shall:
- (a) include rights of way over the routes of all roads constructed or to be constructed within the Development to the point where they join the public highway;
 - (b) include rights to connect to and use and maintain all pipes, wires, cables, drains and sewers laid or to be laid within the Development;
 - (c) be on reasonable terms which allow a Registered Provider to charge prevailing affordable social rents in respect of the social rented units and sell Shared-Ownership Leases in respect of the Shared Ownership Dwellings without the requirement for a social housing grant or any other form of public subsidy. The Shared Ownership Dwellings for an Initial Let and a Subsequent Let occupiers must be affordable to those households nominated by agreement between the Council and the occupiers shall be entitled to purchase an initial share up to a maximum of 50% and the rent charge (excluding any service charges) on the remainder share will not be any more than 2.75% of the remaining equity; and
 - (d) not permit the Registered Provider to use the Affordable Housing Dwellings other than for the purposes of providing housing in accordance with the provisions of this Agreement.
- 5 The obligations and restrictions contained in Clause 4 of this Schedule shall not bind:
- (a) a Chargee who has first complied with the provisions of clause 6 of this Schedule;
 - (b) any RTA Purchaser;
 - (c) any 100% Staircaser;
 - (d) any mortgagee or chargee of a Shared Owner lawfully exercising the mortgage protection provision within the Shared Ownership; or
 - (e) any person or body deriving title through or from any of the parties mentioned in paragraphs (a)-(d) above.
- 6 Any Chargee claiming the protection granted by paragraph 5 above must first:
- (a) comply with the restrictions and obligations contained in Sections 39 to 50 of the Housing Act 1996;
 - (b) provide the Council forthwith with copies of any notice served on the Homes and Communities Agency pursuant to Sections 39 to 50 of the Housing Act 1996;
 - (c) provide the Council with copies of any proposals that the Chargee receives from the Homes and Communities Agency under Section 44 of the Housing Act 1996 (or where any part of those proposals are of a confidential nature such details of the proposals as are appropriate in all the circumstances) and provide the Council with further details of progress reached towards implementing such agreed proposals from time to time;
 - (d) give the Council the option to purchase the relevant Affordable Housing Dwellings from the Chargee or alternatively nominate another Registered Provider to purchase the

relevant Affordable Housing Dwellings for a period commencing on the date that the Owners gives the Council notice and ending on the later of two calendar months after the date that notice or the end of the Moratorium Period (“the Option Period”). The Council (or its nominated Registered Provider) shall be entitled to complete the purchase of the Affordable Housing Dwellings at any time up to one calendar month after expiry of the Option Period.

D Clause to be added where local connection criteria applies – this clause is purely illustrative and is subject to change at any time. Further, different applications will have different criteria applied.

Clause

- 1 The Affordable Housing Dwellings shall be granted to applicants in the following priority order of category;
 - (a) Existing residents of [...insert...] who have lived in the village for more than 12 months needing separate or alternative accommodation.
 - (b) Past residents of [...insert...] who lived in the village for a minimum period of 5 years and who moved away within the last 3 years because no suitable accommodation was available.
 - (c) People who need to live in [...insert...] due to their permanent employment or offer of permanent employment.
 - (d) People who are not resident in [...insert...] who need to live near family members currently residing in the village.
 - (e) Existing residents of adjoining villages.
 - (f) Existing residents who have lived in the Council’s area for a period of 5 years or more.

Schedule 2

Financial Contributions to the County

1. In this Schedule unless the context requires otherwise the following words and expressions (arranged in alphabetical order) shall have the following meanings:

“Childcare Contribution”	means the sum of [] pounds (£[]) (index linked as hereinafter provided) towards the cost of childcare facilities serving the locality of the Development
“Library Contribution”	means the sum of [] pounds (£[]) (index linked as hereinafter provided) towards the cost of additional library facilities serving the locality of the Development;
“Nursery Contribution”	means the sum of [] pounds (£[]) (index linked as hereinafter provided) towards the cost of nursery facilities serving the locality of the Development
“Primary Education Contribution”	means the sum of [] pounds (£[]) (index linked as hereinafter provided) towards the cost of primary educational facilities serving the locality of the Development;
“PUBSEC Index”	means the Department for Business Innovation and Skills Tender Price Index of Public Sector Non Housing Smoothed All-In Index;
“Secondary Education Contribution”	means the sum of [] pounds (£[]) (index linked as hereinafter provided) towards the cost of secondary educational facilities serving the locality of 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 Stationery Office as collated into a single index known as the SPONS Construction

Civil Engineering Cost Index;

“Sustainable Transport Contribution”

means the sum of [] pounds (£[]) (index linked as hereinafter provided) as a contribution towards the design and construction of highway improvement works traffic management schemes traffic studies improvements to public transport and/or measures as will encourage users of the Development to travel to and from the Development by means of transport other than the private car which the Director of Environment in his absolute discretion determines will contribute to the improvement of highway conditions on parts of the network affected by traffic associated with the Development;

“Youth Contribution”

means the sum of [] pounds (£[]) (index linked as hereinafter provided) towards the cost of youth facilities serving the locality of the Development;

2. Financial Contributions

2.1 The Developer hereby covenants with the County:

- 2.1.1 To pay the Sustainable Transport Contribution to the County prior to the Commencement Date
- 2.1.2 Not to Commence nor permit Commencement until the Sustainable Transport Contribution have been paid in accordance with paragraph 2.1.1 of this Schedule
- 2.1.3 To pay the Library Contribution the Youth Contribution the Childcare Contribution the Nursery Contribution the Primary Education Contribution and the Secondary Education Contribution to the County prior to the Commencement Date
- 2.1.4 Not to Commence nor permit Commencement until the Library Contribution the Youth Contribution the Childcare Contribution the Nursery Contribution the Primary Education Contribution and the Secondary Education Contribution have been paid in accordance with paragraph 2.1.3 of this Schedule

3. Indexation

- 3.1 The Library Contribution, the Childcare Contribution the Youth Contribution the Nursery Contribution the Primary Education Contribution and the Secondary Education Contribution shall each be index linked by reference to the PUBSEC Index figure of 175 to the finalised figure applicable to the quarter in which the contribution is paid
- 3.2 Where any sum is required to be index linked by reference to the PUBSEC Index that sum payable shall be increased or decreased in accordance with any change in the PUBSEC Index 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 Agreement;
- C is the PUBSEC Index for the date upon which the interim payment described below is actually paid and;
- D is the figure of 175
- 3.3 The Sustainable Transport Contribution shall be index-linked to movements in the SPONS Index from July 2006 to the date on which the Sustainable Transport Contribution is paid
- 3.4 Where any sum to be paid to the County under the terms of this Deed is required to be indexed then an interim payment shall initially be made 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 County once the relevant indices have been finalised

4. Expenditure in Advance

- 4.1 If prior to the receipt of any of the Primary Education Contribution the Secondary Education Contribution the Library Contribution the Youth Contribution the Nursery Contribution or the Childcare Contribution the County incurs any expenditure in providing additional primary education secondary education library youth nursery and childcare facilities as the case may be the need for which arises from or in anticipation of the Development then the County may immediately following receipt of such contribution deduct from it such expenditure incurred

Schedule 3

Highways Works

1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meaning:

“Section 278 Agreement” means a valid agreement executed as a deed and to be entered into with the County pursuant, inter alia, to Section 278 of the Highways Act 1980

“Highway Works” means the works to the highway shown in principle only on drawing numbered [] annexed to this Agreement (subject as mentioned in clause 9 hereof) which works shall for the avoidance of doubt include [] together with such ancillary works as may be required by the Director of Environment to facilitate the Development which ancillary works may without prejudice to the generality of the foregoing include the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and any necessary alterations to statutory undertakers’ equipment

2. **Developers Covenants with the County**

- 2.1 The Developer hereby covenants with the County not to Occupy nor cause nor permit Occupation of any part of the Development (or not to Commence the Development) until such time as the Highway Works have been completed by the Developer to the satisfaction of the County as evidenced by issue of a certificate of completion by the Director of Environment in respect of the Highway Works in accordance with the Section 278 Agreement

- 2.2 If the Department for Transport Technical Design Standards or Advice is amended after the date of this Agreement the Director of Environment shall be at liberty to review the Highway Works and require any amendments he deems necessary to ensure that the Highway Works comply with the revised standards and advice SAVE THAT in circumstances where detailed contract drawings have been approved in writing by the Director of Environment and the Highway Works are commenced within three months of the date of the written approval then the Director of Environment shall not seek any amendments to the Highway Works.

Schedule 4
Waste and Recycling Provision

“Waste and Recycling Contribution”

means a contribution for the provision of a household waste bin, compost bin and recycling bin of [INSERT WORDS] pounds (£INSERT NUMBERS) (index linked as hereinafter provided)

1. It is hereby agreed and declared that the obligations in this Schedule to this Agreement shall take effect on the date of this Agreement
2. The Developer hereby covenants with the Council not to Occupy or permit the Occupation of any Dwelling until the Waste and Recycling Contribution has been paid to the Council
3. **Indexation**
 - 3.1 The Waste and Recycling Contribution shall be index linked by reference to the PUBSEC Index figure of 175 to the finalised figure applicable to the quarter in which the contribution is paid
 - 3.2 Where any sum is required to be index linked by reference to the PUBSEC Index that sum payable shall be increased or decreased in accordance with any change in the PUBSEC Index 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 Agreement;
 - C is the PUBSEC Index for the date upon which the interim payment described below is actually paid and;
 - D is the figure of 175
 - 3.4 Where any sum to be paid to the Council under the terms of this Deed is required to be indexed then an interim payment shall initially be made 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 once the relevant indices have been finalised

Schedule 5
Green Space, Allotments and Play Facilities

“Allotments Contribution”

means the sum of [INSERT WORDS pounds] (£INSERT NUMBER)(index linked as hereinafter provided)towards the provision of allotments in proximity to the Development and within the Council’s administrative area

“Green Space Contribution”

means the sum of [INSERT WORDS pounds] (£ INSERT NUMBER) (index linked as hereinafter provided) towards the provision of parks and gardens, formal and informal open green space in proximity to the Development and within the Council’s administrative area

“Green Space Maintenance

means the sum of [INSERT WORDS pounds] (£ INSERT NUMBER)(index linked as hereinafter provided) which shall be applied only towards the cost of maintaining the Green spaces (including all planting surfacing fencing and equipment)

“Indoor Sports Facilities”

means the sum [XXXXXXXXXXXXXXXX] pounds (£ XXXX) (index linked as hereinafter provided) towards the cost of indoor sports facilities comprising sports halls, swimming pools. Health and fitness centres, indoor tennis centres, indoor bowls centres and similar serving the locality of the Development

“Outdoor Sports Facilities”

means the sum [XXXXXXXXXXXXXXXX] pounds (£ XXXX) (index linked as

hereinafter provided) towards the cost of outdoor sports facilities comprising playing pitches, multi-use games areas, tennis courts, bowling greens and similar serving the locality of the Development

“Play Facilities Contribution”

means the sum of [INSERT WORDS pounds] (£INSERT NUMBER) (index linked as hereinafter provided) towards the provision of Local Areas for Play, Local Equipped Areas for Play and Neighbourhood Equipped Areas for Play in proximity to the Development and within the Council’s administrative area

“Local Areas for Play”

means the sum [XXXXXXXXXXXXX] pounds (£ XXXX) (index linked as hereinafter provided) towards the cost of a small area of unsupervised open space specifically designated for young children (mainly 4-6 year olds) for play activities close to where they live

“Local Equipped Areas for Play”

means the sum [XXXXXXXXXXXXX] pounds (£ XXXX) (index linked as hereinafter provided) towards the cost of unsupervised play area equipped for children of early school age (mainly 4-8 year olds) and should offer at least 5 types of play equipment

“Neighbourhood Equipped Areas for Play”

means the sum [XXXXXXXXXXXXX] pounds (£ XXXX) (index linked as hereinafter provided) towards

the cost of an unsupervised site providing for a large residential area, catering for 8-14 year olds and should offer at least 8 types of play equipment

1. It is hereby agreed and declared that the obligations in this Schedule to this Agreement shall take effect on the date of this Agreement
2. The Developer hereby covenants with the Council not to Occupy or permit the Occupation of any Dwelling until the [above-named] Contributions have been paid to the Council
3. **Indexation**
 - 3.1 The [above named] Contributions shall be index linked by reference to the PUBSEC Index figure of 175 to the finalised figure applicable to the quarter in which the contribution is paid
 - 3.2 Where any sum is required to be index linked by reference to the PUBSEC Index that sum payable shall be increased or decreased in accordance with any change in the PUBSEC Index 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 Agreement;
 - C is the PUBSEC Index for the date upon which the interim payment described below is actually paid and;
 - D is the figure of 175
 - 3.4 The [above named] Contributions shall be index linked by reference to the Retail Price Index
 - 3.4 Where any sum to be paid to the Council under the terms of this Deed is required to be indexed then an interim payment shall initially be made 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 once the relevant indices have been finalised

Schedule 6 Parking Services Provision

“Parking Services Contribution” means a contribution for the provision of parking of [INSERT WORDS pounds] (£ [INSERT NUMBER]) (index linked as hereinafter provided)

1. It is hereby agreed and declared that the obligations in this Schedule to this Agreement shall take effect on the date of this Agreement
2. The Developer hereby covenants with the Council not to Occupy or permit the Occupation of any Dwelling until the Parking Services Contribution has been paid to the Council
3. The Council shall place the Parking Services Contribution into an interest bearing account within 7 days of its receipt
4. The Council shall undertake a survey six months after Occupation of all Dwellings to ascertain whether or not there are any adverse parking impacts as a result of the Development and provide a statement to the Developer confirming whether the whole or any part of the Parking Services Contribution is required to mitigate adverse parking impacts
5. If the Parking Services Contribution or any part of it is not required to mitigate adverse parking impacts the Parking Services Contribution or any part of it that is not required to mitigate adverse parking impacts shall be returned to the Developer by [INSERT TIMESCALE/EVENT/or DATE]
6. Any dispute in relation to how the Parking Services Contribution or any part of it has or is to be spent must be raised in writing by the Developer and received by the Council within twenty eight days (28) days of receipt by the Developer of the Council’s statement referred to in Paragraph 4 of this Schedule and shall clearly state the grounds on which the expenditure is disputed
7. In the event that no written dispute is received by the Council from the Developer pursuant to Paragraph 6 of this Schedule the Developer shall accept that the Parking Services Contribution or any part of it as provided for in the Council’s statement referred to in Paragraph 4 of this Schedule is to be spent on mitigating adverse parking impacts.
8. **Indexation**
 - 8.1 The Parking Services Contribution shall be index linked by reference to the PUBSEC Index figure of 175 to the finalised figure applicable to the quarter in which the contribution is paid

8.2 Where any sum is required to be index linked by reference to the PUBSEC Index that sum payable shall be increased or decreased in accordance with any change in the PUBSEC Index 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 Agreement;

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

D is the figure of 175

OR

8.3 The Parking Services Contribution shall be index linked by reference to the Retail Price Index

8.4 Where any sum to be paid to the Council under the terms of this Deed is required to be indexed then an interim payment shall initially be made 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 once the relevant indices have been finalised

Schedule 7
Fire Hydrant Provision

1. In this Schedule unless the context requires otherwise the following words and expressions shall have the following meaning:

“Water Scheme” means either the proposal prepared by or approved by the water undertaker for the area pursuant to the Water Industry Act 1991 to provide mains water services for the Development whether by means of new mains or extension to or diversion of existing services or apparatus OR where existing water services are to be used it shall mean the details of the residential dwellings and the water supply to them

2. **Fire Hydrant Provisions**

- 2.1 To ensure that the Water Scheme incorporates fire hydrants in accordance with BS 750 (2006) as reasonably and properly required by the Fire and Rescue Service AND not to Commence or permit Commencement of the Development until the Water Scheme has been submitted to and approved in writing by the Fire and Rescue Service such approval not to be unreasonably withheld or delayed
- 2.2 To construct and provide at no cost to the Fire and Rescue Service or the County the fire hydrants reasonably and properly indicated in the Water Scheme and to advise the Fire and Rescue Service in writing of the date upon which each and every fire hydrant becomes operational
- 2.3 Once operational to maintain the fire hydrants in good condition and repair such that they are suitable at all times for use by the Fire and Rescue Service until they are adopted by the Fire and Rescue Service which adoption shall take effect from the date of issue of written acceptance by the County's Chief Legal Officer the issue of which shall not be unreasonably delayed
- 2.4 Not to Occupy nor cause nor permit Occupation of any building forming part of the Development until such time as it is served by an adopted fire hydrant
- 2.5 To address any notice to be given to the Fire and Rescue Service to the Water Services Officer, Fire and Rescue Service, Old London Road Hertford SG13 7LD Telephone 01992 507521

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing THE COMMON SEAL of [] LIMITED in the presence of

Authorised Signatory

Please also print name

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing THE COMMON SEAL of [] BANK PLC in the presence of

Authorised Signatory

Please also print name

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing THE COMMON SEAL of HERTFORDSHIRE COUNTY COUNCIL in the presence of

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing THE COMMON SEAL of WELWYN HATFIELD BOROUGH COUNCIL in the presence of

Mayor/Deputy Mayor

Duly Authorised Officer

Appendix 1
Draft Planning Permission

Appendix 2 (Form of Notice)

Proforma Event Notification and Payment

Pursuant to Section 106 Agreement/Unilateral Undertaking

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE

WHBC REFERENCE. **XX XXXX**.....

HCC DU REFERENCE. **XX XXXX**.....

SITE ADDRESS

SITE OWNER DETAILS:

Name:

Contact Name :

Address:

Telephone No: Mobile:

Email:

EVENTS BEING NOTIFIED

Commencement Date – date:

Occupation of Development (Number if relevant) – date:

Completion of Development – date:

COMPLIANCE WITH OBLIGATION(S)

Schedule **Paragraph**

Details of obligation and compliance

.....

PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
Example Education (primary)	X £	Y £	Z £	X+Y £	Herts County Council

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

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

Ref: XX XXXX

- b) The Head of Planning
Council Offices
The Campus
Welwyn Garden City
Herts AL8 6AE

Ref: XXXXXXXXX