

WELWYN HATFIELD



**Chief Legal Officer:
Kathryn Pettitt, Solicitor**

03 DEC 2018

PLANNING

Welwyn Hatfield Borough Council
Planning Department
Council Offices
The Campus
Welwyn Garden City
AL8 6AE

**LEGAL SERVICES
Resources
Post Point CH0237
Hertfordshire County Council
County Hall
Hertford
Herts SG13 8DE**

Tel: 01992 555039
Minicom: 01992 556611
Email: kanayo.chianakwalam@hertfordshire.gov.uk
Contact: Kanayo Chianakwalam
My ref: KC2 / JH / 010422
Your ref:
Date: 30 November 2018

Dear Sirs

MINOR WORKS SECTION 278 AGREEMENT – THE COMET HOTEL, HATFIELD

I enclose a copy of a Section 278 Agreement between (1) Hertfordshire County Council (2) Comet Hatfield Construction Limited (3) Fusion Hatfield Hotels Limited and (4) Solutus Advisors Limited dated 23 November 2018 made in connection with planning permission reference 6/2016/1740/LB dated 13 October 2016.

Please place upon the Planning Register pursuant to the Town & Country Planning (Development Management Procedure) (England) Order 2015.

I would be grateful if you could sign and return the enclosed copy of this letter to me as confirmation that registration has been completed.

Yours faithfully

**Kanayo Chianakwalam
Paralegal
Environment & Dispute Resolution Law**





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**Kanayo Chianakwalam
Paralegal
Environment & Dispute Resolution Law**

Signed..... Dated.....



**HERTFORDSHIRE COUNTY COUNCIL
MINOR WORKS SECTION 278 AGREEMENT**

This Agreement is made the 23rd day of November 2018

BETWEEN:

1. **HERTFORDSHIRE COUNTY COUNCIL** of County Hall Pegs Lane Hertford Hertfordshire SG13 8DE ("the County Council")
2. **COMET HATFIELD CONSTRUCTION LIMITED** (Co. Regn. No 10444712) whose registered office is situated at 1st Floor, 506 Centennial Park, Elstree, Hertfordshire, WD6 3FG ("the Developer")
3. **FUSION HATFIELD HOTELS LIMITED** (Co. Regn. No 08803636) whose registered office is situated at 35 Ballards Lane, London N3 1XW ("the Owner")
4. **SOLUTUS ADVISORS LIMITED** (Co. Regn. No 07350379) whose registered office is situated at 48 Warwick Street, London W1B 5AW ("the Mortgagee")

WHEREAS

- (1) The County Council is the Highway Authority for Hertfordshire
- (2) The Owner is the registered proprietor with title absolute of the Land for the benefit of which the Works referred to in this Agreement are carried out
- (3) The Mortgagee has the benefit of the Charge

- (4) The Developer now wishes to enter into this Agreement in order to secure the carrying out of the Works and has agreed that it will pay the full cost of construction and maintenance of the Works in accordance with the terms and conditions of this Agreement
- (5) The County Council is satisfied pursuant to Section 278 of the Act that it will be of benefit to the public for it to enter into this Agreement for the execution of the Works by the Developer which Works it is authorised to execute pursuant to the Act
- (6) The County Council agrees to adopt the Works as highway maintainable at public expense on the terms and conditions contained in this Agreement
- (7) The Owner has appointed the Developer to develop the Land

NOW THIS AGREEMENT WITNESSETH as follows:

1. Definitions Interpretation and General

1.1 In this Agreement the following terms shall have the following meanings: -

"the Act"	the Highways Act 1980
"the Approved Drawing"	the drawing numbered FW1263 505 A5 attached at Schedule B
"the Cash Deposit"	a cash deposit in the sum of £5,024 (five thousand and twenty four pounds)
"the CDM Regulations"	the Construction Design and Management Regulations 2015

"the Certificate of Completion"	the certificate issued by the County Council upon completion of the Works to the satisfaction of the County Council
"the Certificate of Maintenance"	the certificate issued by the County Council after the expiry of the Maintenance Period
"Charge"	means a charge made between the Owner (1) and the Mortgagee (2) dated 1 May 2018 referred to at entry numbers 2, 3 and 4 of title number HD139432
"Completion"	means construction of the Works has been completed
"the Development"	the works to be carried out pursuant to the Planning Permission
"the Director"	the County Council's Director of Environment and Infrastructure which expression shall be deemed to include the licensee agents, servants and officers of the Director
"the Highway"	the area of land shown edged green on the Approved Drawing numbered FW1263 505 A5 which is highway maintainable at public expense

"Insolvency Event"

means any one of the following:

(a) If the Developer is an individual or a firm: -

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

(b) If the Developer is a company: -

the company passing a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction); or the making of an application for, or any meeting of its members resolving to make an application for an administration order in relation to it; or the giving or filing of

notice by any party of intention to appoint an administrator of it; or the appointing of such an administrator or the making by the court of a winding up order, or the company making a composition or arrangement with its creditors, or the appointment of an administrative receiver, receiver or manager or supervisor by a creditor or by the court, or the taking of possession of its property under the terms of a fixed or floating charge

"the Land"

the land known as Ramada Hotel, St Albans Road West, Hatfield AL10 9RH registered at the Land Registry with title absolute under Title Number HD139432 shown edged red on the Approved Drawing for the purposes of identification only

"List of Approved Contractors"

the current list of approved contractors available from the County Council which may be amended from time to time

"the Maintenance Period"

the period of twelve months commencing on the date of the Certificate of Completion

"the Permit to Work"

the permit issued by the County Council certifying that technical and construction approval have been granted in respect of the Works

"the Planning Permission"

the planning permission granted by Welwyn Hatfield Borough Council under reference number 6/2016/1740/LB and dated 13 October 2016 a copy of which is attached at Schedule A

"the Works"

1) modification of the existing footways

2) repair of damage caused to any part of the highway during construction of the Development or carrying out of the Works or damage caused by any vehicle used in connection with the construction of the Development or the carrying out of the Works

1.2 Where in this Agreement reference is made to a Clause Paragraph Schedule Plan or Recital such reference (unless the context requires otherwise) is a reference to a Clause Paragraph Schedule Plan or Recital in this Agreement or in the case of a Plan a plan annexed to this Agreement

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 or regulations includes any statutory re-enactment or modification of it
- 1.5 Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons
- 1.6 Headings in this Agreement are for reference purposes only and are not incorporated into this Agreement and shall not be an indication of the meaning of the parts of this Agreement to which they relate
2. This Agreement is made pursuant to Section 278 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011
3. Unless otherwise specified where any agreement certificate or approval is to be given by the County Council under the terms of this Agreement then the same shall not be unreasonably withheld or delayed
4. Any notice or approval to be given in writing by the parties under the terms of this Agreement shall be deemed to be duly given if delivered personally or sent by recorded delivery service to the following officials/persons at the respective addresses specified: -

In respect of the County Council:

Walter Osedeme
Development Management
First Floor Eastlink
County Hall
Pegs Lane
Hertford
Hertfordshire
SG13 8DN

In respect of the Developer:

Paul Miles
Head of Construction
Fusion Hatfield Hotels Limited
1st Floor
506 Centennial Park
Elstree
WD6 3FG

In respect of the Owner

Paul Miles
Head of Construction
Fusion Hatfield Hotels Limited
1st Floor
506 Centennial Park
Elstree
WD6 3FG

In respect of the Mortgagee:

Isobel Dench
Real Estate Desk
Cheyne Capital Management (UK) LLP
Stornoway House
13 Cleveland Row
London
SW1A 1DH

In respect of the Mortgagee's Agent:

Hamish Swan
Director
Solutus Advisors Limited
48 Warwick Street
London
W1B 5AW

5. Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement 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 any successor to the County Council.

Developer's Covenants

6. The Developer hereby covenants with the County Council as follows:
 - 6.1 To carry out and complete the Works at no cost to the County Council strictly in accordance with the Approved Drawings and any conditions attached to the Permit to Work and in any event to complete the Works within 6 calendar months from the date of this Agreement
 - 6.2 To use only a contractor on the County Council's List of Approved Contractors or such other contractor approved by the County Council in writing prior to construction of the Works
 - 6.3 To give the County Council at least ten (10) working days notice in writing of the proposed start date of the Works
 - 6.4 Not to commence the Works unless and until the Permit to Work has been issued
 - 6.5 To complete the Works within 7 calendar weeks of their commencement
 - 6.6 To indemnify and keep indemnified the County Council in respect of all actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works and any works required by any statutory undertaker other than those arising under Parts I and II

of the Land Compensation Act 1973 in respect of which the provisions of Clause 6.7 below shall apply

- 6.7 To indemnify and keep indemnified the County Council against all claims under Part I and Part II of the Land Compensation Act 1973 arising out of the use of the Works and for the purposes of this indemnity the Developer is deemed to carry out the Works as agent for the County Council
- 6.8 Without prejudice to its liability under Clauses 6.6 and 6.7 above to indemnify the County Council the Developer shall take out and maintain public liability insurance for a sum of at least ten million pounds (£10,000,000) in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured and the Developer or any person authorised by it to carry out the Works shall on request by the County Council produce for inspection the relevant policies of insurance together with receipts for the premiums paid
- 6.9 To provide to the County Council on the date of this Agreement the Cash Deposit which the County Council will hold in its general account and without undertaking any fiduciary obligations as trustee for the Developer PROVIDED THAT IF:
- (a) the Developer fails to carry out and/or complete the Works within the period specified in Clause 6.5 above; or
 - (b) the Developer having received written notice from the County Council fails to remedy any defects and/or carry out any remedial works specified in such notice to the satisfaction of the County Council within the period of time specified in such notice (or such longer period as the County Council may agree in writing in its absolute sole discretion); or

- (c) an Insolvency Event occurs in respect of the Developer the County Council may itself carry out and/or complete the Works and may deduct from the Cash Deposit all costs fees and expenses Incurred by the County Council in so doing (including without prejudice to the generality of the foregoing the cost fees and expenses of preparing an alternative contract for the Works and of supervising the execution of such alternative contract) and all other sums due from the Developer under the terms of this Agreement

6.10 In relation to statutory undertakers for the time being of any service(s) the Developer shall:

- (a) prior to commencement of the Works make checks to establish whether there are any service(s) which will be affected by the Works; and
- (b) give notice to each and every statutory undertaker for the time being of any service(s) which may be affected by the Works of the proposal to carry out the Works; and
- (c) place orders and pay any costs to public utility undertakers for all works to their mains or services necessitated by the Works and shall relocate all street furniture affected to the satisfaction of the County Council

6.11 That If the Works are subject to the CDM Regulations:-

- 6.11.1 the Developer elects itself to be treated as the client for the purposes of the CDM Regulations and shall subject to clauses 6.11.2 hereof undertake all duties that would have been otherwise placed on the County Council pursuant to the CDM Regulations; and

6.11.2 the County Council consents to such election and shall not be subject to any duty owed by a client under the CDM Regulations save for the duties in regulations 8(4) and 8(6) in so far as those duties relate to information in the County Council's possession

6.12 To notify the County Council in writing of Completion of the Works within 7 days of such completion

6.13 To maintain the Works following Completion for the Maintenance Period to such standards as specified by the County Council

6.14 To provide to the County Council within 60 calendar days from the expiry of the Maintenance Period:

- (a) six (6) coloured copies of "as built" drawings in paper and electronic format; and
- (b) the original Health and Safety Plan file

County Council Provisions

7. The County Council hereby :-

7.1 authorises the Developer and/or its approved contractor to carry out and complete the Works within the Highway subject to and strictly in accordance with the terms and conditions set out in Clause 6 above

7.2 agrees that upon completion of the Works to the satisfaction of the County Council:

- 7.2.1** It shall Issue the Certificate of Completion PROVIDED THAT the County Council shall be at liberty to delay the issue of the Certificate of Completion if in its opinion the Works are likely to be used by heavy vehicles driven by or on behalf of the Developer or its servants and agents or contractors in connection with road or building works carried out on the Land or on adjoining land; and
- 7.2.2** upon the Issue of the Certificate of Completion It shall reduce the Cash Deposit by a maximum of seventy per cent (70%) and shall pay to the Developer a sum equivalent to such reduction (plus interest accrued on the sum to be paid to the Developer at the London Interbank Bid 7 day Rate (LIBID) from time to time upon such sum from the date of receipt to the date of release) provided that the amount of any reduction of the Cash Deposit shall be at the sole discretion of the County Council
- 7.2.3** PROVIDED ALWAYS that the Director shall be at liberty to delay the Issue of the Certificate of Completion and/or the Certificate of Maintenance in the event of a breach of any of the terms and conditions of this Agreement
- 7.3** agrees that after the expiry of the Maintenance Period and provided always that the Works have been fully maintained to the satisfaction of the County Council during the Maintenance Period and that any defects appearing during the Maintenance Period have been made good to the satisfaction of the County Council It shall issue a Certificate of Maintenance for the Works and as of the date of the Certificate of Maintenance the Works shall become maintainable at public expense

- 7.4 Agrees that upon the issue of the Certificate of Maintenance the County Council shall repay to the Developer either a sum equivalent to the balance of the Cash Deposit remaining after the reduction as referred to in Clause 7.2.2 (plus interest accrued at the London Interbank Deposit 7 day rate from time to time upon such sum from the date of receipt to the date of release) or in the event of the Cash Deposit being used in accordance with Clause 6.9 above a sum equivalent to the balance of such part of the Cash Deposit as remains (plus interest on such balance calculated as aforesaid)

MORTGAGEE'S CONSENT

8. The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of the Mortgage/Charge over the Land shall take effect subject to this Agreement

OWNER'S AGREEMENT

9. The Owner hereby consents to the Developer entering into this Agreement and agrees that the Works are for the benefit of the Land

JURISDICTION

10. 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 but not delivered this Deed until the day first above written

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



~~Chief Legal Officer/Assistant Chief Legal Officer~~

EXECUTED AS A DEED by)
COMET HATFIELD CONSTRUCTION LIMITED)
Acting by a Director and its)
Director/Company Secretary)

Director

~~Director/Company Secretary~~

EXECUTED AS A DEED by
FUSION HATFIELD HOTELS LIMITED
Acting by a Director and its
Director/Company Secretary

EXECUTED AS A DEED by
SOLUTUS ADVISORS LIMITED
Acting by a Director and its
Authorised Signatory

)
)
)
)

NEIL FORKIN
AUTHORISED
SIGNATORY

Director

Authorised Signatory

EMMA CLARKE
AUTHORISED
SIGNATORY



SCHEDULE A

Planning Permission

**Welwyn Hatfield Borough Council reference number 6/2016/1740/LB dated 13
October 2016**

**To: Alder King Planning Consultants
Pembroke House
15 Pembroke Road
Clifton
Bristol
City of Bristol
BS8 3BA**

Important – Planning permission and notices of consent

Compliance with conditions

- **Your planning approval or consent is attached. It will contain conditions that you must comply with.**
- **Please read the conditions and understand their requirements and restrictions, for example submission and approval of details or measures to protect trees.**
- **Some conditions will require action before you start development and it is imperative that you seek to have these discharged before any work commences.**
- **Whilst every effort has been made to group conditions logically, it is your responsibility to ensure that you are aware of the requirements and/or restrictions of all conditions.**
- **If you fail to comply with the conditions this may result in a breach of planning control and this may lead to enforcement action.**
- **Failure to comply with conditions may also result in the development not being lawful.**
- **It is in your interests to demonstrate that conditions have been complied with. Failure to do so may cause difficulties if the property is sold or transferred.**
- **A fee may be payable for each request to discharge conditions.**

For advice on any of these matters, please contact the duty planning officer or the case officer at Welwyn Hatfield Borough Council, Campus East, The Campus, Welwyn Garden City, AL8 6AE or by email planning@welhat.gov.uk between 0900 – 1300 daily.



**Notice of Decision
Planning (Listed Buildings and Conservation
Areas) Act 1990
Planning (Listed Buildings and Conservation
Areas) Regulations 1990
Approval of Listed Building Consent**

To: Ms Norris

Application No: 6/2016/1740/LB

Date of Approval: 13 October 2016

WELWYN HATFIELD BOROUGH COUNCIL, in pursuance of powers under the above mentioned act, hereby GRANT, subject to the development beginning not later than 5 years from the date hereof to: -

Development: Extension and refurbishment of the Grade II listed building (Use Class C1) following demolition of existing rear and side extensions. Erection of 7,253.7sqm student accommodation (Sui Generis), landscaping and associated works

At Location: Comet Hatfield, St Albans Road West, Hatfield, AL10 9RH

Applicant: Fuslon Hatfield Hotels Ltd

Application Date: 2 September 2016

In accordance with the accompanying plans and particulars subject to the conditions listed below: -

1. The development/works shall not be started and completed other than in accordance with the approved plans and details:

0200/B & 0201/A & 0202/A & 0203/B & 0204/A & 0205/A & 206B & 0300/F & 0302/D & 0304/E & 0306/D & 0307/D & 308/E & 309/B & 310/D & 311/F & 312/A & 313/B & 314/B & 315/B & 316/B & 317/A & 318/A & 319/A & 150438_STL DR1040/P04 & 150438_STL DR1041/P03 & 150438_STL DR1060/P04 & 150438_STL DR1061/P03 & Schedule of Works to Listed Building & Heritage Statement, Bidwells (22.8.2016) received 23.8.2016.

REASON: To ensure that the development is carried out in accordance with the approved plans and details.

2. No development to the Listed Building (except the approved demolition works) shall take place until samples of the materials, including a sample brick panel, sample glazing panels, partial window frame, roof materials and coping tiles, to be used in the construction of the external surfaces of the building hereby permitted, have been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented using the approved materials and subsequently, the approved materials shall not be changed.

REASON: To ensure a satisfactory standard of development in the interests of visual amenity in accordance with the National Planning Policy Framework and Policies D1 and D2 of the Welwyn Hatfield District Plan 2005.

3. No development to the Listed Building shall take place, (including any works of demolition in accordance with DRWGS 0203/B, 206/B, 306/D and 0307/D), until a Demolition and Construction Method Statement has been submitted to and approved in writing by the Local Planning Authority. The approved statement shall be adhered to throughout the construction period. The statement shall provide for
- (a) the programme and method for the partial demolition and the steps required to be taken during the process of the work to secure the safety, stability, security and weather-proofing of that part of the building that is to be retained
 - (b) details of adequate support and shelter arrangements to be provided at all times to the walls and roof whilst the building works are carried out.
 - (c) details of any repair work proposed
 - (d) details of any materials to be removed which in the opinion of the Local Planning Authority should be salvaged for re-use
 - (e) details of proper and adequate protection to those features/areas of the building noted as being of special interest in the listing description or noted as areas that are sensitive to change in the applicants' Heritage Statement (received and dated 22 August 2016) for the duration of the works. This protection shall remain in place throughout the period of works and only temporarily removed to effect repairs or adjustments to these elements
 - (f) measures to control the emission of dust and dirt during the works
 - (g) Where existing fabric is disturbed to effect approved removals, it shall be reinstated like for like or to the written approval of the Local Planning Authority.
- A timetable for implementation of the above shall be submitted to the Local Planning Authority for approval and shall subsequently be implemented in accordance with those details.

REASON: To ensure the building is protected during demolition and construction, that articles and material that are of an intrinsic quality are available for re-use and to prevent the total or partial collapse of the building in the interests of protecting the character and appearance of the listed building in accordance with the National Planning Policy Framework 2012.

4. Following the carrying out or completion of the building operations or alterations for which consent is hereby granted, all making good of the existing building shall be carried out in materials and finishes which closely match, like for like, those historic materials and finishing details used in the existing building or structure.

REASON: To ensure that the special architectural and historic interest and character and appearance of the building are properly maintained, in accordance with the National Planning Policy Framework 2012 and standard conservation good practice.



5. Notwithstanding the details shown on the approved drawings, no works to the Listed Building (excluding the approved demolition works) shall take place until the following listed building details have been submitted to and agreed in writing by the Local Planning Authority:
- (a) reinstatement of roof lantern (elevations at scale 1:20 and sections at 1:50)
 - (b) roof eaves and abutments with new hotel extension link building (details at scale 1:50)
 - (c) proposed new door openings and frames (elevations at scale 1:20 and sections at 1:50)
 - (d) proposed new window openings and frames (elevations at scale 1:20 and sections at 1:50)
 - (e) details of the proposed internal folding or sliding partitions and walls (elevations at scale 1:20 and sections at 1:50)
 - (f) new-build external walls (part elevations at scale 1:20 and sections at 1:50)
 - (g) reinstated roof-lights to kitchen (details at scale 1:5)
 - (h) new ceilings, counters and bars (sections at scale 1:20)
 - (i) sound insulation and mechanical vents for hotel function rooms and bedrooms
 - (j) extractors for kitchen odours
- The development shall be implemented in accordance with the approved details and, subsequently, shall not be changed.

REASON: To ensure that the special architectural and historic interest and character and appearance of the building are properly maintained, in accordance with the National Planning Policy Framework and standard conservation good practice.

6. Prior to installation of any internal floor finishes, wall coverings and lighting the following details shall be submitted to and agreed in writing by the Local Planning Authority:
- (a) samples and
 - (b) brochure illustration and
 - (c) statement for fixing.
- The development shall be implemented in accordance with the approved details.

REASON: To ensure that the special architectural and historic interest and character and appearance of the building are properly maintained, in accordance with the National Planning Policy Framework and standard conservation good practice.

7. No development to the Listed Building (except the approved demolition works) shall take place until representative samples of the existing mortars of the original listed building have been analysed. The mortars to be analysed shall be agreed with the Local Planning Authority prior to analysis. The subsequent mortar shall be based on the agreed representative sample and shall not be changed.



REASON: To ensure that the special architectural and historic interest and character and appearance of the building are properly maintained, in accordance with the National Planning Policy Framework and standard conservation good practice.

Informative(s)

1. Any additional plant or machinery (e.g. extractor flues) may need Listed Building Consent. You are advised to contact the Local Planning Authority for advice on this matter.
2. You are advised that the internal finishes, new partitions, doors, bars and counters are to be informed by the photographs of the original building when first completed.

**Colin Haigh
Head of Planning**

Planning (Listed Buildings and Conservation Areas) Act 1990

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990.
- If this is a decision on an application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.
- If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.
- In all other cases, if you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.
- Appeals must be made using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or online at www.gov.uk/government/organisations/planning-inspectorate.
- The Secretary of State can allow a longer period for giving notice of an appeal, but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

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

Purchase Notices

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

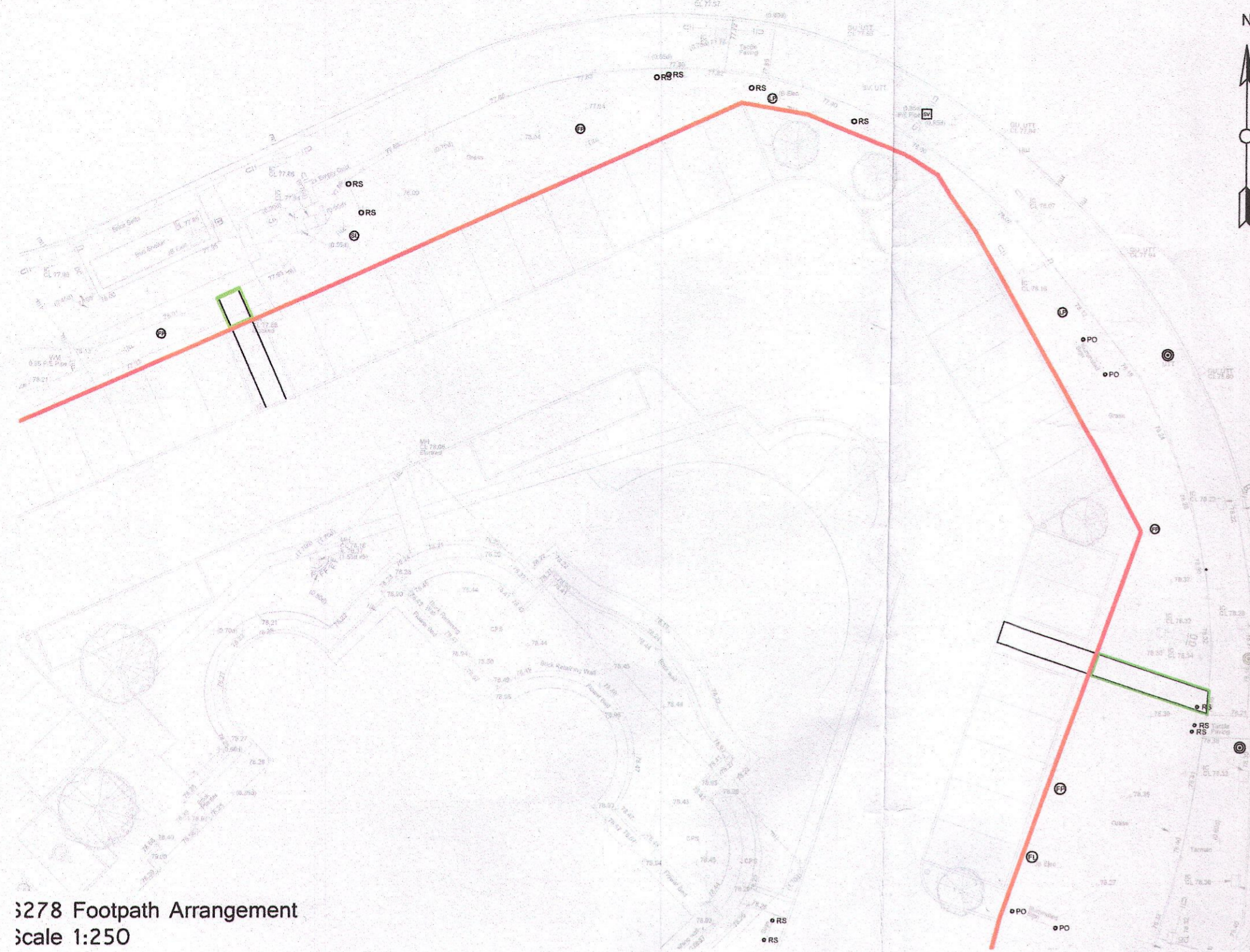


• In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase the owner's interest in the land in accordance with the provisions of Chapter I of Part 6 of the Town and Country Planning Act 1990.

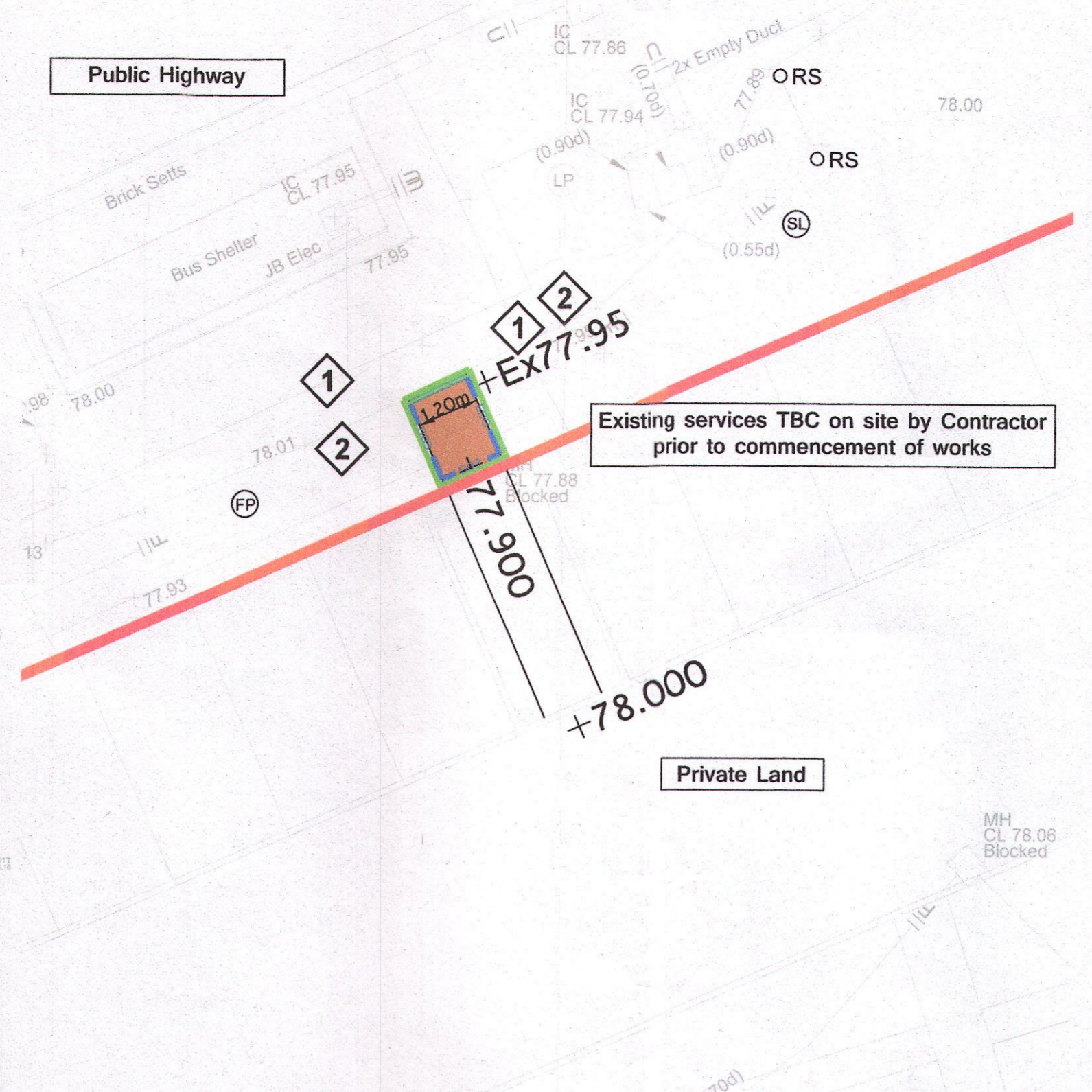
SCHEDULE B

Approved Drawing
FW1263 505 A5

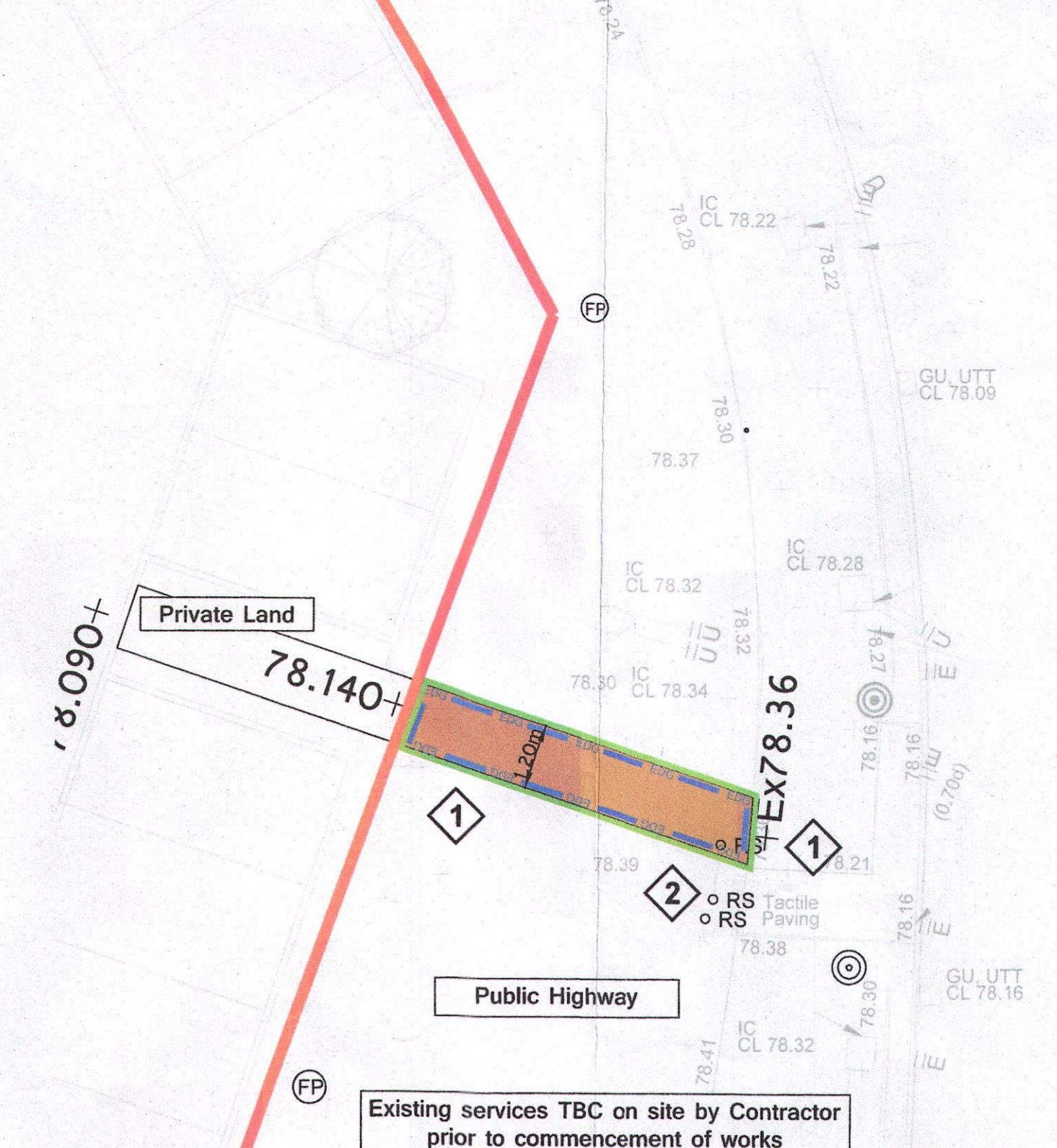




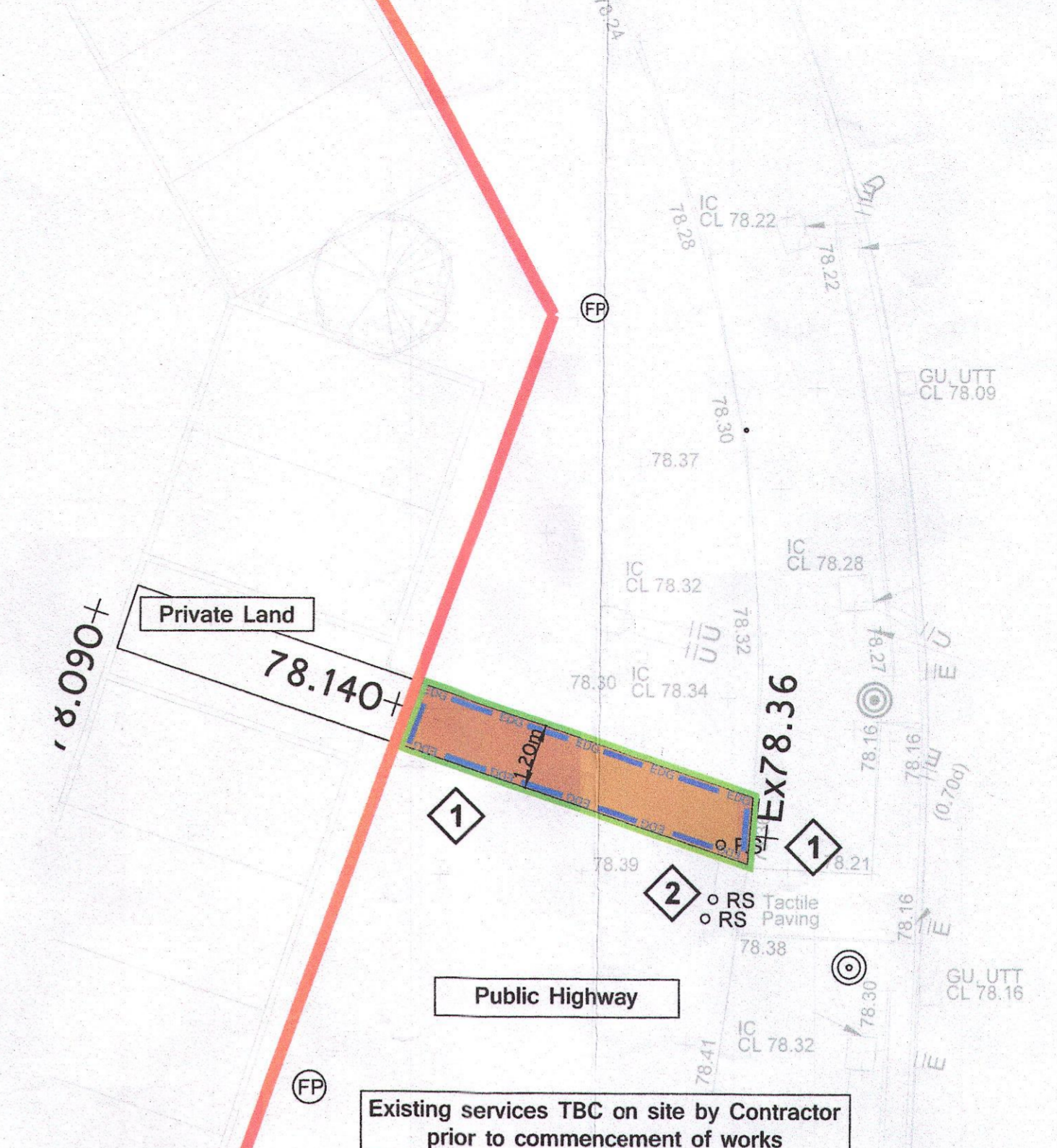
S278 Footpath Arrangement
Scale 1:250



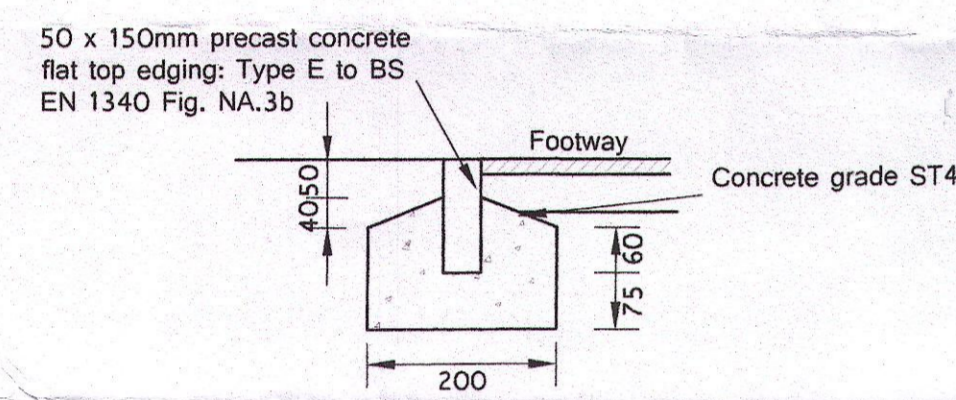
S278 Footpath Kerbing Arrangement - NW Boundary
Scale 1:100



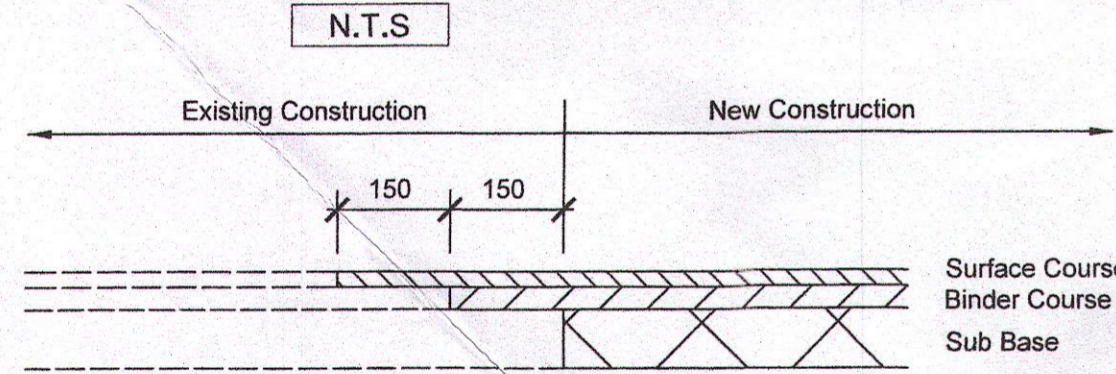
S278 Footpath Kerbing Arrangement - NE Boundary
Scale 1:100



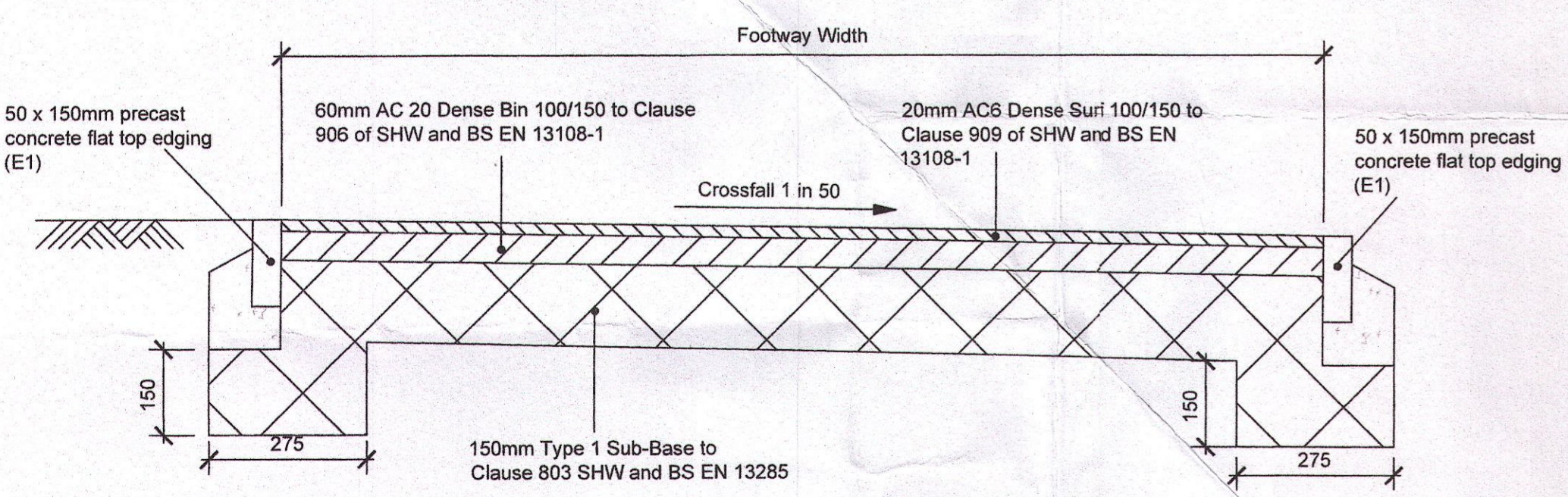
Site Location Plan
Scale 1:1250



Footway / Verge Edging Detail
N.T.S.



Footway Tie in Detail
N.T.S.



Footway Construction Detail
N.T.S.

CBR	Minimum Capping Thickness	Minimum Sub-Base Thickness
Less than <2.5%	600mm	150mm
2.5 - 5.0%	-	350mm
5.0 - 15.0%	350mm	150mm
15.0 - 30.0%	-	225mm
Greater than >30.0%	-	150mm

Minimum Sub-grade and Capping Thicknesses

- General Notes
- DO NOT SCALE.
 - This drawing is to be read in conjunction with all other relevant drawings and details.
 - Should there be any conflict between the details indicated on this drawing and those on other drawings the Engineer should be informed PRIOR to construction on site.
 - Until technical approval has been obtained from the relevant Authority, it should be understood that all drawings issued are Preliminary and NOT for construction. Should the contractor commence site work prior to such approval being given it is entirely at his own risk.
 - Sketch proposals are for illustrative purposes only & as such are subject to detailed site investigation including ground conditions, contaminants, drainage, design & planning/density negotiations.
 - All dimensions are in millimetres unless otherwise stated.
 - The Farrow Walsh Consulting Designers Risk Assessments for this project must be reviewed PRIOR to the commencement of any works on site.

- NOTES
- For all surface treatments and finishes refer to the Architect's details and specifications.

- LEGEND
- Boundary of Site Ownership
 - Extent of S278 works
 - Adoptable Footway min. 1.2m Wide
 - Type E1 50x150mm Precast Concrete Edging
 - Extent of tie-in to existing footway to be agreed with Highway Area Engineer
 - Existing grass verge to be re-seeded where required

- Revisions
- A5 Drawing note removed as per Highway comments dated 06/09/18. 06.09.18 op
 - A4 Drawing revised to accommodate Highway comments dated 06/09/18. Existing Highway Boundary removed. 06.09.18 op
 - A3 Drawing revised to accommodate Highway comments dated 05/09/18. Existing Highway Boundary shown across the whole development. 06.09.18 op
 - A2 Drawing revised to accommodate Highway comments dated 23/08/18. 31.09.18 op jd
 - A1 Drawing revised to accommodate Highway comments dated 05/07/18. 24.07.18 op jd

APPROVED

JOB: Fusion-The Comet Hatfield
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DRAWN: dv **CHECKED:** op
SCALE: AS SHOWN
DATE: July 2017

FW1263 505 A5

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Date 23rd November 2018

HERTFORDSHIRE COUNTY COUNCIL

- and -

COMET HATFIELD CONSTRUCTION LIMITED

- and -

FUSION HATFIELD HOTELS LIMITED

- and -

SOLUTUS ADVISORS LIMITED

**Agreement for Highway Works at
The Comet Hotel Hatfield
pursuant to S.278 Highways Act 1980**

KATHRYN PETTITT
Chief Legal Officer
County Hall
Hertford
SG13 8DE

REF: 10422