



dated *31 March* 2022

LIH Property 2 (UK) Limited

and

Welwyn Hatfield Borough Council

and

Hertfordshire County Council

**Planning Obligation by Deed of Agreement pursuant to
Section 106 of the Town and Country Planning Act 1990**

in relation to a planning application in respect of land North of King George
V Playing Fields, Northaw Road East, Cuffley, Hertfordshire

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Agreement

Dated

31 March

2022

Parties

- (1) **LIH Property 2 (UK) Limited** (company registration number 11087334) of 15th Floor, 140 London Wall, London EC2Y 5DN (the **Owner**);
- (2) **Welwyn Hatfield Borough Council** of Council Offices, The Campus, Welwyn Garden City, Hertfordshire (the **Council**); and
- (3) **Hertfordshire County Council** of County Hall, Pegs Lane, Hertford, Hertfordshire (the **County**).

Introduction

- (A) The Council is the local planning authority for the purposes of the Act for the area within which the Application Site is situated.
- (B) The County is also a local planning authority and the highway authority and the education authority and the library authority and the social services authority and the waste disposal authority and the fire and rescue authority for the area within which the Application Site is situated and as such is entitled to enforce the terms of this Agreement.
- (C) The Owner is the freehold owner of the whole of the Application Site.
- (D) The Application has been made to the Council for Planning Permission for the Development on the Application Site.
- (E) On 9 December 2021 the Council resolved to granted the Planning Permission subject, amongst other things, to the prior completion of this Agreement.
- (F) The Council and County consider it expedient should Planning Permission be granted pursuant to the 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.

Agreed Terms

1 Definitions and interpretation

- 1.1 In this Agreement the following terms have the following meanings unless inconsistent with the context:

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

Application means the application for outline planning permission submitted to the Council dated 26 June 2015 and validated on 26 June 2015 for the Development and allocated reference number S6/2015/1342/PP;

Application Site means the land means land to the north of King George V Playing Fields, Northaw Road East, Cuffley, Hertfordshire shown on the Plan being part of the land registered at the Land Registry under title number HD344193;

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

Commencement Date means the means the carrying out on the Application Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the Act save that for the purposes of this Agreement none of the following operations shall constitute a material operation:

- (a) site investigations or surveys (including archaeological);
- (b) site decontamination and remediation;
- (c) the clearance of the Application Site;
- (d) works connected with groundworks;
- (e) ecological works;
- (f) works for the provision of drainage or mains services to prepare the Application Site for development;
- (g) erection of fencing or hoarding;
- (h) erection of boards advertising the development; and
- (i) the construction of a temporary site compound or temporary marketing suite that does not form a structure or part of a structure that will become a Dwelling after its use as a temporary marketing suite;

and **Commencement** and **Commence** and **Commences** and **Commenced** shall mutatis mutandis be construed accordingly;

Development means the residential development of up to 121 dwellings, associated infrastructure and a change of use from agricultural land to an extension of the King George V playing field (with all matters reserved except for new vehicular access to serve the site, the provision of surface water discharge points and the levels of development platforms) pursuant to the Application;

Dwelling means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission and **Dwellings** shall be construed accordingly;

Full Occupation means occupation of all of the 121 Dwellings (or such other number of Dwellings approved pursuant to the application for Reserved Matters Approval) to be built pursuant to the Planning Permission;

Head of Planning means Head of Planning of the Council and shall include their duly authorised agents and representatives or any successor;

Indicative Mix means the indicative mix of Dwellings as attached to this Agreement at Appendix 12;

Interest means interest at 4 per cent above the base lending rate of Barclays Bank Plc from time to time;

Monitoring Fee means the payment of £5,000.00 (five thousand pounds) towards the Council's reasonable and proper administrative costs of monitoring compliance with the provisions of this Agreement;

Monitoring Contribution means the sum of £1360 (one thousand three hundred and sixty pounds (index-linked) as hereinafter provided);

Notice of Commencement means the written notice the form of which is contained at Appendix 1 of this Agreement advising of the proposed Commencement Date;

Occupation means occupation 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 be construed accordingly;

Parties means the parties to this Agreement;

Plan means the plan attached to this Agreement at Appendix 2;

Planning Permission means the planning permission to be granted by the Council pursuant to the Application;

Practical Completion means issue of a certificate of practical completion of the Development by the Owner's architect or surveyor and in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect (or surveyor) that the Development has been constructed and is available for Occupation;

PUBSEC Index means the Tender Price Index of the Public Sector Non Housing All-in Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors (or any successor organisation) and specifically the series entitled "Extension of Public Sector Tender Price Index of Public Sector Building Non Housing" (or equivalent replacement index);

Reserved Matters Approval means any and all approvals of matters reserved for approval within the Planning Permission;

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

Schedules means Schedules 1 to 10 contained in this Agreement;

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;

Sports England means the executive non-departmental public body responsible for growing and developing grassroots sport and getting more people active in England and includes any successor body exercising similar functions;

Sports Facility Calculator means the sports facility calculator published by Sports England or such other calculator approved by the Council in writing; and

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 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.
- 1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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
- 1.8 The headings and contents list are for reference only and shall not affect construction.
- 1.9 The words **including** and **include** shall be deemed to be followed by the words **without limitation**.
- 1.10 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 and 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 Owner in respect of the Application Site.

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

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

3 **Conditionality**

This Agreement shall come into immediate effect save for is the obligations in the Schedules which are conditional upon the grant of the Planning Permission and Commencement of the Development save further for those obligations expressed to be complied with prior to Commencement.

4 **Miscellaneous**

4.1 The Owner 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 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.

4.3 This Agreement shall be registrable as a Local Land Charge by the Council.

4.4 Any notice to the parties hereto under this Agreement 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 Owner at:

LIH Property 2 (UK) Limited
15th Floor, 140 London Wall, London EC2Y 5DN
(marked for the attention of the Managing Director):

In respect of the Council at:

The Head of Planning
Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Herts AL8 6AE
Ref: S6/2015/1342/PP

In respect of the County at:

The Chief Legal Officer
Hertfordshire County Council
County Hall
Pegs Lane
Hertford
Herts SG13 8DE
Ref: 005555 S6/2015/1342/PP

- 4.5 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.
- 4.6 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.
- 4.7 Any agreement obligation covenant or undertaking contained herein by the Owner 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.
- 4.8 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 Owner and at no cost to the Council or the County.
- 4.9 The Owner 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 Owner (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 Owner.
- 4.10 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.
- 4.11 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).
- 4.12 This Agreement shall not be enforceable against:

- 4.12.1 an individual owner occupier of the Development or their mortgagee or chargee, save for Schedule 1 and the restrictions on Occupation and use set out within this Agreement which shall be enforceable against an individual owner occupier of the Development or their mortgagee or chargee; and
- 4.12.2 any statutory undertaker who acquires any part of the Application Site or interest therein solely for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services or other utility services within or from the Application Site and for no other purpose.

5 Obligations of the Owner

5.1 The Owner 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 this Agreement and the Schedules to this Agreement;
- 5.1.2 to pay to the Council the Monitoring Fee within four (4) weeks of completion of this Agreement;
- 5.1.3 to pay to the County the Monitoring Contribution upon completion of this Agreement;
- 5.1.4 to 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;
- 5.1.5 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 1 hereto;
- 5.1.6 to give the County and the Council no less than five (5) Working Days' notice of the first Occupation of the Development such notice to be in writing using the pro-forma set out in Appendix 1 hereto; and
- 5.1.7 to give the County and the Council no less than five (5) Working Days' notice of the Occupation of the 30th Unit such notice to be in writing using the pro-forma set out in Appendix 1 hereto; and
- 5.1.8 to give the County and the Council no less than five (5) Working Days' notice of the first Occupation of the 61st Unit such notice to be in writing using the pro-forma set out in Appendix 1 hereto; and
- 5.1.9 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 1 hereto.

6 Covenants by the Council and the County

6.1 The County covenants with the Owner:

- 6.1.1 where the approval, consent, expression of satisfaction, agreement, confirmation or certification of the County or any officer of County is required for any purpose

under or in connection with the terms of this Agreement such approval, consent, expression of satisfaction, agreement, confirmation, or certification shall not be unreasonably withheld or delayed;

6.1.2 to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid;

6.2 Following receipt of any payments or financial contributions from the Owner pursuant to any obligations contained in this Agreement the County covenants and undertakes, to apply such payments or financial contributions only for the purposes specified in this Agreement provided that the County will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Owner and for the avoidance of doubt the County may apply all or any part of such payments to costs already incurred at the date of payment in pursuit of the purposes specified in this Agreement and that it shall refund (to the party who made such payment) any portion of the County Contributions which has not been expended or allocated for expenditure in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the County of the notice of the Practical Completion of the Development in accordance with clause 5.1.9 hereof.

6.3 The Council covenants with the Owner:

6.3.1 within fifteen (15) Working Days following receipt of a written request from the Owner, to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed;

6.3.2 where the approval, consent, expression of satisfaction, agreement, confirmation or certification of the Council or any officer of Council is required for any purpose under or in connection with the terms of this Agreement such approval, consent, expression of satisfaction, agreement, confirmation, or certification shall not be unreasonably withheld or delayed;

6.3.3 to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid; and

6.3.4 at any time prior to the expiry of the expenditure period for any contribution pursuant to paragraph 6.4 below the Owner shall be entitled to request from the Council and the Council shall provide such evidence as may reasonably be required to account for the County's expenditure and use of the relevant contribution as at the date of the Owner's request and in each instance such evidence shall be disclosed to the Owner within twenty (20) Working Days.

6.4 Following receipt of any payments or financial contributions from the Owner pursuant to any obligations contained in this Agreement the Council covenants and undertakes, to apply such payments or financial contributions only for the purposes specified in this Agreement provided that the Council will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Owner and for the avoidance of doubt the Council may apply all or any part of such payments to costs already incurred at the date of payment in pursuit of the purposes specified in this Agreement and that it shall refund (to the party who made such payment) any portion of the Council Contributions and Monitoring Fee which has not been expended or allocated for expenditure in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the Council of the notice of the

Practical Completion of the Development in accordance with clause 5.1.9 hereof together with any interest accrued.

7 Waiver

No waiver (whether expressed or implied) by the Council (or the County) 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) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

8 Change in ownership

Otherwise than in relation to transfers to utility companies the Owner shall give to the Council and the County within one month of the Owner disposing of the whole or 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.

9 Interest

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

10 Indexation

10.1 The Offsite Green Space Contribution and the Play Facilities Contribution and the Waste and Recycling Contribution (Council) shall each be index-linked to increases 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 payment is actually due;

D = is the figure of 178; and

$C \div D =$ is equal to or greater than 1.

indexing shall be calculated using the latest firm published (not provisional or forecast) value available for the relevant index at the date of calculation;

10.2 The King George V Playing Fields Contribution shall be index linked by increases in the PUBSEC 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 payment is actually due;

D = is the PUBSEC Index from Q1 2016; and

$C \div D =$ is equal to or greater than 1.

indexing shall be calculated using the latest firm published (not provisional or forecast) value available for the relevant index at the date of calculation;

- 10.3 The Travel Plan Evaluation and Support Contribution shall be index linked by increases in the RPI Index from March 2014 to the date on which the Travel Plan Evaluation and Support Contribution is paid.
- 10.4 The General Medical Services Contribution shall be index linked by increases in the RPI Index from November 2021 to the date on which the General Medical Services Contribution shall be paid.
- 10.5 The Sustainable Transport & Highway Accessibility Contribution shall be index linked by increases in the SPONS Index from May 2016 to the date on which the Sustainable Transport & Highway Accessibility Contribution is paid.
- 10.6 The Right of Way Contribution shall be index linked by increases in the SPONS Index from May 2016 to the date on which the Sustainable Transport & Highway Accessibility Contribution is paid.
- 10.7 The Nursery Education Contribution, the Primary Education Contribution, the Special Educational Needs and Disabilities Contribution, the Youth Service Contribution, the Library Service Contribution and the Waste Service Contributions (County) shall each be index-linked to increases in the BCIS 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 BCIS Index for the date upon which the interim payment is actually due;

D = is the figure shown in the BCIS Index for 1Q2020;

$C \div D =$ is equal to or greater than 1.

- 10.8 The Indoor Sports Facilities Contribution and the Outdoor Sports Facilities Contribution shall each be index-linked to increases in the BCIS 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 BCIS Index for the date upon which the interim payment is actually due;

D = is the figure shown in the BCIS Index for June 2021;

$C \div D =$ is equal to or greater than 1.

if there is no firm figure for June 2021 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 or the payer of the interim payment (as the case may be) once the relevant indices have been finalised;

10.9 The Monitoring Contribution shall be index-linked by reference to increases in the RPI Index figure for July 2021 to the finalised figure applicable to the month in which the interim payment is paid.

10.10 In respect of the County Contributions:

10.10.1 indexing shall be calculated using the latest firm published (not provisional or forecast) value available for the relevant index at the date of calculation; and

10.10.2 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 or the payer of the interim payment (as the case may be) once the relevant indices have been finalised.

11 Value Added Tax

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

12 Dispute provisions

12.1 One party may by serving notice on all the other parties (the **Notice**) require a dispute to be referred to an expert for determination.

12.2 The Notice must specify:

12.2.1 the nature, basis and brief description of the dispute;

12.2.2 the clause or paragraph of a schedule or appendix pursuant to which the dispute has arisen; and

12.2.3 the proposed expert.

12.3 The expert may be agreed upon by the Parties and in the absence of such agreement within one month of the date that the notice is issued pursuant to clause 12.1 either Party may request that the following nominate the expert at their joint expense:

12.3.1 if such dispute relates to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the expert;

12.3.2 if such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the expert;

12.3.3 if such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the expert;

- 12.3.4 if such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the expert;
- 12.3.5 if such dispute relates to Affordable Housing the expert shall be nominated by the President of the Royal Town Planning Institute; and
- 12.3.6 in all other cases, the President of the Law Society to nominate the expert provided that if a dispute relates to a matter falling within two or more of sub-clauses 12.3.1 to 12.3.5 the President of the Law Society may nominate such person or persons falling within the description of sub-clauses 12.3.1 to 12.3.5 as he thinks appropriate including joint experts.
- 12.4 If an expert nominated or appointed pursuant to clause 12.3 shall die or decline to act another expert may be appointed in his place in accordance with the provisions of clause 12.3.
- 12.5 The expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of the notice of his appointment which is served on the parties pursuant to clause 12.3.
- 12.6 Notice in writing of the appointment of an expert pursuant to this clause 12.3 shall be given by the expert to the Parties and he shall invite each of the Parties to submit to him within ten (10) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 12.7 The expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in clause 12.6 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 12.8 The expert shall give notice of his decision in writing and his decision will (in the absence of manifest error) be final and binding on the Parties hereto.
- 12.9 If for any reason the expert fails to make a decision and give notice thereof in accordance with this clause 12.5 the Party or Parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).
- 12.10 The expert's costs shall be in the expert's award or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 12.11 Nothing in this clause 12 shall be taken to fetter the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Agreement.
- 12.12 For the avoidance of doubt references to 'party' or 'parties' in this clause 12 exclude the County and the County shall not be required to submit to or be bound by the provisions of Clauses 12.1 to 12.11.

13 **Planning consents granted pursuant to S73 of the Act**

13.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act (as amended) and unless otherwise agreed between the Parties, with effect from the date that the any new planning permission is granted pursuant to Section 73 of the Act (as amended):

13.1.1 the obligations in this Agreement shall (in addition to continuing to bind the Application Site in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Application Site granted pursuant to Section 73 of the Act and the Application Site itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act;

13.1.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include references to any applications under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

13.1.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:

"The obligations in this Agreement relate to and bind the Application Site in respect of which a new planning permission referenced [6/2023/1352/VML] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

provided that nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to Section 106 of the Act.

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.

This Agreement has been executed on the date stated at the beginning of it.

Schedule 1

Affordable Housing

1 In this Schedule 1, the following expressions shall have the following meanings:

Affordable Housing means Affordable Rented Housing, Shared Ownership Housing and Social Rented Housing which is available to persons who have Local Housing Need;

Affordable Housing Scheme means a scheme which specifies in relation to the whole of the Application Site:

- (a) show 35% (thirty five per cent) of the Dwellings to be provided pursuant to the Development and within each Reserved Matters Approval shall be provided as Affordable Housing in accordance with the Agreed Mix;
- (b) the sizes of the Affordable Housing Units, such sizes to be in accordance with the Council's housing needs assessment and relevant policies;
- (c) the location and distribution of the Affordable Housing within the Application Site;
- (d) details of how the proposed design of the Affordable Housing will ensure that the Affordable Housing is materially indistinguishable (in terms of outward design and appearance) from the market housing of similar size within the Development;
- (e) confirmation that the form of Shared Ownership Lease to be used for any Disposals will comply with the requirements set out within the definition of Shared Ownership Housing together with a copy of the draft form of Shared Ownership Lease; and
- (f) confirmation that the Affordable Housing will be in a Serviced Condition at the point of delivery;

Affordable Housing Units means 35% (thirty five per cent) of the Dwellings to be constructed on the Application Site pursuant to the Planning Permission and any Reserved Matters Approval which shall be provided as Affordable Housing in accordance with this Schedule and the Affordable Housing Scheme approved by the Council;

Affordable Rented Housing means affordable housing to be made available by the RPSH to Eligible Households whose needs are not adequately served by the commercial housing market such housing to have the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to Eligible Households in accordance with Part VI of the Housing Act 1996 at a rent that is up to 80% of the local Market Rent (including service charges where applicable) and **Affordable Rented Housing Units** and **Affordable Rent** shall be construed accordingly;

Agreed Mix means subject to and in accordance with paragraph 2.3 of this Schedule, the number size tenure and mix of Affordable Housing Units approved by the Council in writing

and which shall be determined having regard to the identified housing needs within the Council's administrative area;

Completed means constructed and fitted out ready for Occupation;

Disposal means sale, transfer, option, gift exchange, declaration of trust, assignment, lease and including a contract for any such disposal and **Disposals**, **Dispose** and **Disposed of** shall be construed accordingly;

Eligible Household(s) means a person or persons who are in Local Housing Need and who are nominated by the Council from its Housing Needs Register in accordance with the Council's Allocation Policy through its Choice Based Lettings;

Homes England means Homes England or any bodies undertaking the existing functions of Homes England within the meaning of Part 2 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) or any successor organisation;

Household means any person or persons who are living together as a single household;

Housing Needs Register means the register maintained by the Council or its nominee for Eligible Households;

Local Housing Need means:

- (a) 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
- (b) in the event that there shall be no such persons ready willing and able to occupy an Affordable Housing Unit at the material time then a Household who is assessed by a Registered Provider of Social Housing or the Council to be in genuine and urgent housing need;

Market Dwelling means a Dwelling that is not Affordable Housing Unit and **Market Dwellings** and **Market Housing** shall be construed accordingly;

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

Market Value means the price at which the whole interest in the Affordable Housing Unit would be expected to command if sold by a willing seller to a willing purchaser for residential purposes free of the restrictions and obligations contained in this Agreement;

Nominations Agreement means an agreement in the form appended at Appendix 3 with such amendments as may be reasonably agreed between the Council and the relevant RPSH;

Registered Provider of Social Housing and **RPSH** both mean a registered provider of social housing within the meaning of Section 80(2) of Part 2 of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with the Regulator and as approved by the Council or other competent authority pursuant to the Housing and Regeneration Act 2008 (including for the avoidance of doubt the Council) or any other body who may lawfully provide or fund Affordable Housing from time to time and as approved by the Council;

Regulator means Homes England or the Regulator of Social Housing established pursuant to Part 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions;

Retained Equity means the proportion of the Market Value in a Shared Ownership Housing Unit represented by such share of unsold equity;

Serviced Condition means in relation to the land to be used for Affordable Housing the remediation of the land to a standard fit for its end use and the provision of roads, sewers, gas, electricity and telecommunications to the boundary of the said land;

Shared Ownership Housing means a form of tenure granted by lease by the RPSH to be disposed pursuant to shared ownership arrangements within the meaning of Section 70(4) of the Housing and Regeneration Act 2008 whereby a purchaser is able to purchase a share of the equity in an Affordable Housing Unit at a minimum of 10% and a maximum of 75% 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 subsequently acquired by the lessee and **Shared Ownership Housing Unit(s)** and **Shared Ownership Lease** shall be interpreted accordingly;

Social Rented Housing means Affordable Housing which is managed by local authorities and RPSH and where the rent is no higher than Target Rent and **Social Rented Housing Units** and **Social Rent** shall be construed accordingly;

Staircasing means the purchase by the owner of an individual Shared Ownership Housing Units additional equity in their Shared Ownership Unit;

Target Rent means target rents for Social Rented Housing (or its equivalent) as determined through the National Rent Regime and published from time to time by the Regulator (or such other body as may replace the Regulator, having responsibility for setting target rents for social housing); and

Transfer means the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Council and **Transferred** shall be construed accordingly.

2 **Affordable Housing provisions**

The Owner covenants as follows:

- 2.1 The Affordable Housing Units shall not be used or Occupied or Disposed of other than as Affordable Housing in perpetuity and in accordance with the approved Affordable Housing Scheme and the requirements of this Schedule.
- 2.2 35% (thirty five per cent) of the Dwellings to be permitted by the Planning Permission and any Reserved Matters Approval shall be constructed and retained as Affordable Housing in accordance with this Schedule.
- 2.3 The Affordable Housing Units shall comprise:
- 2.3.1 51% Social Rented Housing Units;
- 2.3.2 the remaining 49% shall comprise:
- (a) 60% Affordable Rented Housing Units; and
- (b) 40% Shared Ownership Housing Units.
- 2.4 To submit the Affordable Housing Scheme to the Council for approval with each application for Reserved Matters Approval and not to Commence or permit or cause or suffer Commencement any Development authorised by Reserved Matters Approval until the Affordable Housing Scheme has been submitted to and approved by the Council, and thereafter the Owner shall ensure that the Affordable Housing Units are retained and Occupied in accordance with the approved Affordable Housing Scheme in perpetuity and otherwise on the terms of this Agreement.
- 3 Timing of Occupation of Affordable Housing**
- 3.1 The Owner covenants that not more than 50% of the Market Dwellings shall be Occupied until:
- 3.1.1 50% of the Affordable Housing Units have been Completed in accordance with the Planning Permission, any Reserved Matters Approval, this Schedule and the approved Affordable Housing Scheme and made ready for beneficial Occupation and use; and
- 3.1.2 50% of the Affordable Housing Units have been Transferred to a Registered Provider of Social Housing in accordance with the approved Affordable Housing Scheme and the terms set out in this Schedule.
- 3.2 The Owner covenants that not more than 70% of the Market Dwellings shall be Occupied until:
- 3.2.1 all of the Affordable Housing Units have been Completed in accordance with the Planning Permission, any Reserved Matters Approval, this Schedule and the approved Affordable Housing Scheme and made ready for beneficial Occupation and use; and
- 3.2.2 all of the Affordable Housing Units have been Transferred to a Registered Provider of Social Housing in accordance with the approved Affordable Housing Scheme and the terms set out in this Schedule.

4 Disposal of Affordable Housing to RPSH

The Owner covenants that prior to Occupation of 50% of the Market Dwellings, 50% of the Affordable Housing Units shall be Transferred to the RPSH in accordance with this Agreement and the remaining 50% of the Affordable Housing Units shall be transferred to the RPSH prior to the Occupation of 70% of the Market Dwellings.

5 Disposal mechanism for Affordable Housing Units Being Transferred to an RPSH

The Owner covenants that not less than twelve (12) months prior to the anticipated Completion of the Development to commence negotiation for the Transfer of the Affordable Housing Units to a RPSH and to give the Council notice of such commencement of negotiation.

6 Design and Construction of the Affordable Housing

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

7 Terms of Affordable Housing transfer

7.1 The Owner covenants that where any Affordable Housing Units are Transferred to a RPSH, it shall be:

7.1.1 with vacant possession;

7.1.2 on such terms as may be agreed between the Owner and the RPSH concerned;

7.1.3 shall contain provisions that the grant of rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units; and

7.1.4 in a Serviced Condition.

7.2 The terms of any Transfer of the Affordable Housing Units to an RPSH shall (unless the RPSH is the Council) impose a requirement on the RPSH to enter into the Nominations Agreement in respect of the said Affordable Housing Units that are the subject of the Transfer unless otherwise agreed in writing by the Council.

8 Occupation of the Affordable Housing

8.1 Subject to paragraph 8.2 below the Owner shall not permit or otherwise allow any of the Affordable Housing Units to be Occupied otherwise than:

8.1.1 as the sole private residence of the Occupier;

8.1.2 by an Eligible Households at the time of the commencement of Occupation of the Affordable Dwelling; and

8.1.3 unless the RPSH is the Council, in accordance with the Council's Nominations Agreement to be entered into by the Council and the Registered Provider.

- 8.2 The Affordable Housing Units shall not be let or occupied other than in accordance with the approved Affordable Housing Scheme in perpetuity and otherwise on the terms of this Agreement.
- 8.3 The Social Rented Housing Units shall not be let other than at Social Rent.
- 8.4 The Affordable Rented Housing Units shall not be let other than at an Affordable Rent.
- 8.5 The initial Disposal of each Dwelling allocated for Shared Ownership Housing to a person who is proposed to become an Occupier shall include the following terms:
- 8.5.1 The Disposal shall not involve the sale of an equity stake of less than 10% or more than 75%; and
- 8.5.2 The rent payable under the Shared Ownership Lease shall not amount to more than 2.75% of the Market Value of the unsold equity of the relevant Shared Ownership Housing Unit.

9 **RPSH Mortgagee Disposal**

- 9.1 The affordable housing provisions in Schedule 1 of this Agreement shall not be binding on a mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver **provided that**:
- 9.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 9.1.2 if such disposal has not completed within the three (3) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Agreement which provisions shall determine absolutely.
- 9.2 The provisions of this Schedule shall:
- 9.2.1 cease to apply to any part or parts of the property which are disposed of in accordance with paragraph 9.1.2;
- 9.2.2 cease to apply to any completed Affordable Housing Units where an RPSH shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;

- 9.2.3 cease to apply to any completed Affordable Housing Units where a RPSH sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof;
- 9.2.4 cease to apply to any Shared Ownership Housing Unit where the tenant has Staircased up to 100% in accordance with the terms of such Shared Ownership Housing Lease.

10 **Proceeds of Sale Arising from Sale of Affordable Housing**

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

- 10.1.1 a tenant's right to buy;
- 10.1.2 a tenant's right to acquire (including any share of their Affordable Housing Unit);
or
- 10.1.3 upon the sale of a share in each Shared Ownership Housing Unit following the exercise of Staircasing rights,

for other Affordable Housing projects within the Council's administrative area **provided that** the RPSH's primary obligation in relation to the use of any such funds shall be to satisfy its obligations to any mortgagee or chargee of the Affordable Housing Unit which shall always take priority.

Schedule 2

Financial Contributions to the County

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

County Contributions means the Special Educational Needs and Disabilities Contribution, Youth Service Contribution, Nursery Education Contribution, Primary Education Contribution, Library Service Contribution and Waste Service Contribution;

County Reserved Matters Mix Contributions Notice means a notice to be served by the County on the Owner setting out revisions to the level of Special Educational Needs and Disabilities Contribution, Youth Service Contribution, Nursery Education Contribution, Primary Education Contribution, Library Service Contribution, Waste Service Contribution, Sustainable Transport & Highway Accessibility Contribution and Right of Way Improvement Contribution in accordance with the Hertfordshire County Council Guide to Developer Infrastructure Contributions July 2021 to be paid following the service of a Reserved Matters Mix Notice and the amount stated in the notice shall be deemed and accepted to be conclusive evidence that the amount so stated is required;

Sustainable Transport & Highway Accessibility Contribution means the sum of £333,500 (calculated in accordance with the Indicative Mix) or such other amount as may be set out in the County Reserved Matters Mix Contributions Notice (index linked as provided for in clause 10.5 of this Agreement) in respect of the size type tenure and/or total number of Dwellings permitted by the Planning Permission and all Reserved Matters Approvals towards the provision of the Highways Projects;

Highways Projects means pooled improvement measures along Station Road in Cuffley and/or other public highway and right of way routes within Cuffley and its immediate vicinity, and/or transport infrastructure/service improvements within Cuffley and its immediate vicinity. This includes (but is not limited to) those measures and schemes outlined in the South-East Growth & Transport Plan under packages 36 to 38, with the intention of increasing sustainable travel opportunities and/or improving accessibility for all users of the highway and right of way networks;

Library Service Contribution means a sum of £11,395 (calculated in accordance with the Indicative Mix) or such other amount as may be set out in the County Reserved Matters Mix Contributions Notice (index linked as provided for in clause 10.7 of this Agreement) in respect of the size type tenure and/or total number of Dwellings permitted by the Planning Permission and all Reserved Matters Approvals towards increasing the capacity of Cuffley Community Library or its future re-provision;

Nursery Education Contribution means a sum of £141,711 (calculated in accordance with the Indicative Mix) or such other amount as may be set out in the County Reserved Matters Mix Contributions Notice (index linked as provided for in 10.7 of this Agreement) in respect of the size type tenure and/or total number of Dwellings permitted by the Planning Permission and all Reserved Matters Approvals towards the expansion of nursery places within Cuffley;

Primary Education Contribution means a sum of £922,756 (as calculated in accordance with the Indicative Mix) or such other amount as may be set out in the County Reserved

Matters Mix Contributions Notice (index linked as provided for in clause 10.7 of this Agreement) in respect of the size type tenure and/or total number of Dwellings permitted by the Planning Permission and all Reserved Matters Approvals towards the expansion of Woodside Primary School;

Reserved Matters Mix Notice means a notice to be submitted to the County with details of any changes to the Indicative Mix mix approved by the Reserved Matters Approval including the total number of Dwellings, the size of the Dwellings in terms of number of Bedrooms, the tenure of the Dwellings (Open Market Dwellings, Shared Ownership Dwellings, Affordable Rented Housing Dwellings, Social Rented Housing Dwellings), the type of Dwellings (Houses and/or Flats) and the build out trajectory in the form appended at appendix 14 in accordance with the requirements of this Schedule and this agreement;

Right of Way Improvement Contribution means the sum of £8,000 (as calculated in accordance with the Indicative Mix) or such other amount as may be set out in the County Reserved Matters Mix Contributions Notice (index linked as provided for in clause 10.6 of this Agreement) in respect of the size type tenure and/or total number of Dwellings permitted by the Planning Permission and all Reserved Matters Approvals towards the provision of the Right of Way Improvements;

Right of Way Improvements means improvement works to the full length of the right of way route Northaw Footpath 006 to include:

- (a) Cutting back of all tree branches, scrub and overhanging vegetation to the boundaries;
- (b) Scraping of the leaf matter from the surface to a minimum width of 2 metres;
- (c) Redressing the surface to a minimum width of 2 metres with granite fines;

Special Educational Needs and Disabilities Contribution means the sum of £127,538 (as calculated in accordance with the Indicative Mix) or such other amount as may be set out in the County Reserved Matters Mix Contributions Notice (index linked as provided for in clause 10.7 of this Agreement) in respect of the size type tenure and/or total number of Dwellings permitted by the Planning Permission and all Reserved Matters Approvals towards the New East Severe Learning Difficulty (SLD) School;

Youth Service Contribution means the sum of £18,394 (as calculated in accordance with the Indicative Mix) or such other amount as may be set out in the County Reserved Matters Mix Contributions Notice (index linked as provided for in clause 10.7 of this Agreement) in respect of the size type tenure and/or total number of Dwellings permitted by the Planning Permission and all Reserved Matters Approvals towards increasing the capacity of the Waltham Cross Young People's Centre or its future re-provision; and

Waste Service Contribution (County) means the sum of £22,708 (as calculated in accordance with the Indicative Mix) or such other amount as may be set out in the County Reserved Matters Mix Contributions Notice (index linked as provided for in clause 10.7 of this Agreement) in respect of the size type tenure and/or total number of Dwellings permitted by the Planning Permission and all Reserved Matters Approvals towards the development of the Tewin Road Recycling Centre.

2 Financial Contributions

2.1 The Owner hereby covenants with the County to pay the County Contributions to the County in the following manner:

2.1.1 the Library Service Contribution the Nursery Education Contribution the Primary Education Contribution the Special Educational Needs and Disabilities Contribution the Youth Service Contribution and the Waste Service Contribution to the County prior to the Commencement Date;

2.1.2 not Commence the Development until the Library Service Contribution the Nursery Education Contribution the Primary Education Contribution the Special Educational Needs and Disabilities Contribution the Youth Service Contribution and the Waste Service Contribution have been paid in accordance with paragraph 2.1.1; and

2.1.3 the Sustainable Transport & Highway Accessibility Contribution and the Right of Way Improvement Contribution prior to Commencement of Development;

2.1.4 Not to Commence until the Sustainable Transport & Highway Accessibility Contribution and Right of Way Improvement Contribution has been paid in accordance with this paragraph 2.1.3.

3 Expenditure in Advance

If prior to the receipt of any of the County Contributions the Sustainable Transport & Highway Accessibility Contribution and the Right of Way Improvement Contribution the County incurs any expenditure in providing additional library nursery primary education special education needs and disabilities youth and/or waste facilities and/or sustainable transport and rights of way measures 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.

4 Reserved Matters Mix Notice

4.1 In the event that any Reserved Matters Approval varies the Indicative Mix, the Owner covenants with the County to submit the Reserved Matters Mix Notice to the County for its written approval within 10 working days of Reserved Matters Approval

4.2 The County shall serve the County Reserved Matters Mix Contributions Notice on the Owner setting out revised contribution levels to be paid for the Special Educational Needs and Disabilities Contribution, the Youth Service Contribution, the Nursery Education Contribution, the Primary Education Contribution, the Library Service Contribution, the Waste Service Contribution, the Sustainable Transport & Highway Accessibility Contribution and the Right of Way Improvement Contribution based upon the Hertfordshire County Council Guide to Developer Infrastructure Contributions July 2021.

4.3 The Owner shall not Commence or cause or permit Commencement unless and until the County has approved the Reserved Matters Mix Notice in accordance with paragraph 4.1 of this Schedule and served the County Reserved Matters Mix Contributions Notice on the Owner in accordance with paragraph 4.2 of this Schedule

- 4.4 For the avoidance of doubt, the Owner shall thereafter pay the revised contributions as set out in the County Reserved Matters Mix Contributions Notice in accordance with paragraph 2 of this Schedule

Schedule 3

Financial Contributions to the Council

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

Council Contributions means the Off Site Green Space Contribution, Play Facilities Contribution, Indoor Sports Facilities Contribution, Outdoor Sports Facilities Contribution, and the Waste and Recycling Contribution (Council);

Council Contributions Report means a report to be submitted for approval with each Reserved Matters Approval calculating the amount of the Council Contributions, General Medical Services Contribution and any other contribution payable to the Council in accordance with this Agreement for that Reserved Matters Approval based on the number of Dwellings, the size of the Dwellings and the estimated population of the Development (as applicable) in accordance with relevant the Council Contributions Calculations Table attached at Appendix 8 and in accordance with the requirements of this Schedule;

Cuffley Hall Short Mat Bowls Club means the bowls club located at Cuffley Hall, Maynard Place, Cuffley, Hertfordshire, EN6 4JA;

General Medical Services Contribution means the sum of £156,332 or such other sum calculated in accordance with the requirements of paragraph 4 of this Schedule (index linked as provided for in clause 10.4 of this Agreement) (whichever is the greater) towards the expansion of the existing Cuffley Medical Practice by way of complete reconfiguration and refurbishment to current clinical standards of an additional floor;

Hatfield Leisure Centre means the leisure centre located at Travellers Lane, Hatfield, Hertfordshire, AL10 8TJ;

Hatfield Swim Centre means the swimming centre located at Lemsford Road, Hatfield, Hertfordshire, AL10 0DH;

Indoor Sports Facilities Contribution means the sum of £125,266 or such other sum calculated in accordance with the requirements of paragraph 4 of this Schedule (index lined as provided for in clause 10.8 of this Agreement) (whichever is the greater) to be indicatively apportioned as follows (based on a payment of £125,266):

- (a) £7,138 (index lined as provided for in clause 10.8 of this Agreement) towards improvements at Cuffley Hall Short Mat Bowls Club, Maynard Place, Cuffley EN6 4JA or such other similar facility within the Council's administrative area as the Council may apportion the monies to at their absolute discretion;
- (b) £57,934 (index linked as provided for in clause 10.8 of this Agreement) towards improvements to sporting facilities within Cuffley, including further improvements to KGV facilities and/or improvements at the Cuffley Hall and Cuffley & Northaw Youth and Community Centre, Station Road, Cuffley, Hertfordshire EN6 4EY; and

- (c) £60,194 (index linked as provided for in clause 10.8 of this Agreement) towards either Hatfield Swim Centre or Hatfield Leisure Centre (or apportioned to both) or towards the maintenance and repair of any sports centre located within Cuffley at the Council's absolute discretion;

or Outdoor Sports Contribution
Outdoor Sports Facilities Contribution means the sum of £115,733 or such other sum calculated in accordance with the requirements of paragraph 4 of this Schedule (index linked as provided for at Clause 10.8 of this Agreement) (whichever is the greater) to be indicatively apportioned as follows (based on a payment of £115,733):

- (a) £45,767 (index linked as provided for at Clause 10.8 of this Agreement) towards the provision and/or improvement of KGV grass pitches (including football, rugby, cricket, artificial grass/sand pitches) and/or towards improvements to outdoor sporting facilities within Cuffley; and
- (b) £69,966 (index linked as provided for at Clause 10.8 of this Agreement) towards the provision and/or improvement of KGV changing rooms and/or towards improvements to outdoor sporting facilities within Cuffley;

Off Site Green Space Contribution means a sum of £15,713.60 or such other sum calculated in accordance with the requirements of paragraph 4 of this Schedule (index linked as provided for in clause 10.1 of this Agreement) (whichever is the greater) towards the provision and/or improvement of green space outside the Application Site at Northaw Great Wood, Cuffley;

Play Facilities Contribution means a sum of £41,216 or such other sum calculated in accordance with the requirements of paragraph 4 of this Schedule (index linked as provided for in Clause 10.1 of this Agreement) (whichever is the greater) towards the existing play facilities to the south of the Application Site as identified on the plan annexed at Appendix 10; and

Waste and Recycling Contribution (Council) means a sum of £10,493.91 or such other sum calculated in accordance with the requirements of paragraph 4 of this Schedule (index linked as per clause 10.1 of this Agreement) (whichever is the greater) towards waste and recycling facilities for the Development.

2 Contributions

The Owner covenants with the Council:

- 2.1 to pay the Off Site Green Space Contribution and the Play Facilities Contribution prior to the Commencement Date;
- 2.2 not to Commence or cause or permit Commencement until the Off Site Green Space Contribution and the Play Facilities Contribution has been paid to the Council in accordance with paragraph 2.1 of this Schedule;
- 2.3 to pay 50% of the Indoor Sports Facilities Contribution and 50% of the Outdoor Sports Contribution prior to the Commencement Date;

- 2.4 not to Commence or cause or permit Commencement until 50% of the Indoor Sports Facilities Contribution and 50% of the Outdoor Sports Contribution has been paid to the Council in accordance with paragraph 2.3 of this Schedule;
- 2.5 to pay the Waste and Recycling Contribution (Council) prior to first Occupation of the Dwellings;
- 2.6 not to Occupy or permit the first Occupation of the Dwellings until the Waste and Recycling Contribution (Council) has been paid to the Council in accordance with paragraph 2.5 of this Schedule;
- 2.7 to pay 50% of the Indoor Sports Facilities Contribution and 50% of the Outdoor Sports Contribution prior to the first Occupation of the Dwellings;
- 2.8 not to Occupy or permit the first Occupation of the Dwellings until the Indoor Sports Facilities Contribution and the Outdoor Sports Contribution have been paid in full to the Council in accordance with paragraphs 2.3 and 2.7 of this Schedule;
- 2.9 to pay the General Medical Services Contribution to the Council prior to Occupation of the 50th Dwelling; and
- 2.10 not to Occupy or permit the Occupation of 50 or more Dwellings until the General Medical Services Contribution has been paid to the Council in accordance with paragraph 2.9 of this Schedule.

3 Expenditure in Advance

If prior to the receipt of any of the contributions referred to in paragraph 2 of this Schedule the Council, any other relevant statutory authority and/or any body which is allocated money pursuant to clause 6.3.3 of this Agreement incurs any expenditure in providing or enhancing facilities or services pursuant to any Council Contributions the need for which arises from or in anticipation of the Development then the recipient of the relevant contribution may immediately following receipt deduct from it such expenditure incurred.

4 Report

- 4.1 In the event that any application for Reserved Matters Approval seeks to vary the Indicative Mix, the Owner covenants with the Council:
 - 4.1.1 to submit the Council Contributions Report to the Council for its written approval together with any application for Reserved Matters Approval;
 - 4.1.2 not to Commence or cause or permit Commencement in respect of any Development authorised by Reserved Matters Approval unless and until the Council has approved the Council Contributions Report in relation to that Reserved Matters; and
 - 4.1.3 for the avoidance of doubt, the Owner shall thereafter pay the relevant contributions in accordance with paragraph 2 of this Schedule.
- 4.2 For the avoidance of doubt the Indicative Mix is for indication purposes only and the Owner is not bound by the mix shown therein.

5 King George Playing Fields Hub

There is an additional contribution payable to the Council as per Schedule 7 of this Agreement.

Schedule 4

Travel Plan

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

Travel Plan means a written plan (submitted to and approved in writing by the County pursuant to paragraph 2.1.1 of this Schedule) setting out a scheme to encourage and regulate and promote sustainable travel measures for owners occupiers and visitors to the Development and which may from time to time be varied with the written consent of the County or any amendments or improvements to the Travel Plan notified by the County to the Owner pursuant to paragraphs 2.8.5 and 4.1 of this Schedule;

Travel Plan Annual Review means an annual study reviewing and monitoring the provisions of the Travel Plan (as more fully set out therein) such annual study to be carried out by the Owner and submitted to the County twelve (12) calendar months from the date following the first Occupation and then to be carried out annually on the corresponding calendar month until five years after Full Occupation;

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

Travel Plan Evaluation and Support Contribution means the sum of £8,400 (index-linked) as hereinafter provided to be paid to the County for evaluating administering and monitoring the objectives of the Travel Plan;

Travel Plan Guidance means the County's document entitled 'Travel Plan Guidance' (as current at the time of application) which can be found at <https://www.hertfordshire.gov.uk/travelplans>; and

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

2 Travel Plan

2.1 The Owner covenants prior to Occupation of the Development:

- 2.1.1 to submit a draft Travel Plan for written approval to the County and obtain such approval and for the avoidance of doubt the Travel Plan shall be based on and accord with the Travel Plan Guidance and shall further contain as many of the provisions of the Travel Plan Guidance as in the reasonable opinion of the County are appropriate to the nature of the Development;
- 2.1.2 to nominate a Travel Plan Coordinator for written approval of the County and obtain such approval and such nomination shall include contact details full

particulars and curriculum vitae of the proposed Travel Plan Coordinator and the nature of their relationship to the Owner; and

- 2.1.3 to appoint and retain the Travel Plan Coordinator at its own expense which retention shall endure until the date that is 5 years from the date of Full Occupation;
- 2.2 Not to Occupy nor cause nor permit Occupation of the Development until the Travel Plan has been submitted to and approved in writing by the County;
- 2.3 To carry out baseline surveys and submit an updated Travel Plan to the County to be approved, including amended targets where relevant, within 3 months of first Occupation of the Development;
- 2.4 To submit a draft Resident Travel Pack and the Sustainable Travel Voucher to the County for written approval by the County no less than three months prior to first Occupation;
- 2.5 Not to Occupy or permit or allow Occupation of any Dwelling until the draft Resident Travel Pack and Sustainable Travel Voucher have been approved in writing by the County;
- 2.6 To provide a Resident Travel Pack to each Dwelling forming part of the Development within one (1) month of the first two Occupations of each Dwelling;
- 2.7 To provide a Sustainable Travel Voucher to each Dwelling forming part of the Development within one (1) month of the first Occupation of each Dwelling;
- 2.8 To at all times during Occupation of the Development:
 - 2.8.1 comply with the terms of the approved Travel Plan including but not limited to implementing any actions by any dates specified in the Travel Plan;
 - 2.8.2 promote and publicise the approved Travel Plan to owners occupiers and visitors to the Development;
 - 2.8.3 implement the Travel Plan by the dates or within the time limits set out in the Travel Plan;
 - 2.8.4 carry out the Travel Plan Annual Review annually on the corresponding calendar month commencing one year after the Baseline Survey Collection Date and continuing until 5 years after Full Occupation and submit a written report setting out the findings of such review to the County within three (3) calendar months from the date of each Travel Plan Annual Review such report shall include (but shall not be limited to) recommendations for amendments or improvements to the approved Travel Plan whether or not the objectives of the Travel Plan have been achieved;
 - 2.8.5 comply with any variations or amendments to the Travel Plan permitted by this Deed which shall in addition include any reasonable amendments or improvements required by the County following review of the report submitted in subparagraph 2.8.4 above and notified in writing to the Owners within three (3) calendar months from the date of receipt of such report;

- 2.8.6 that it will in relation to the Site include in any tenant's lease or occupier's licence of any part or parts of the Site a covenant that the purchaser tenant or occupier will comply with the approved Travel Plan for such part or parts of the Site once it has been approved by the County and further that it will use all reasonable endeavours to enforce such obligation against any such purchaser tenant or occupier;
- 2.8.7 within twenty (20) Working Days of the letting of the Site or any part or parts thereof it will procure the delivery to the County of a notice giving the following details:
- (a) the name and address of the purchaser and/or tenant;
 - (b) a description of the premises demised;
 - (c) the length of the term; and
 - (d) a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County in relation to the Travel Plan.

3 Travel Plan Evaluation and Support

The Owner covenants:

- 3.1 To pay the Travel Plan Evaluation and Support Contribution to the County prior to the Commencement Date as a contribution to be allocated to and spent by the local highway authority for Hertfordshire towards the costs of monitoring and administering any travel plan required pursuant to the Planning Permission; and
- 3.2 Not to Commence nor cause nor permit Commencement until the Travel Plan Evaluation and Support Contribution has been paid to the County in accordance with paragraph 3.1 of this Schedule.

4 Travel Plan Remedial Notice

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

Schedule 5

Fire Hydrants

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

Fire and Rescue Service means that part of the County known as the Hertfordshire Fire and Rescue Service; and

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 "Water Scheme" shall mean the details of the Dwellings and the water supply to them.

2 **Fire Hydrant Provisions**

The Owners hereby covenant with the County:

- 2.1 to ensure that the Water Scheme provided by the Owners for the Development incorporates fire hydrants in accordance with BS 750 (2012) as reasonably and properly required by the Fire and Rescue Service;
- 2.2 to prepare and submit the Water Scheme to the Fire and Rescue Service for its written approval prior to Commencement of the construction of any Dwelling to be constructed as part of the Development 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;
- 2.3 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 and ready to be used for the purposes of fire-fighting by the Fire and Rescue Service;
- 2.4 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 place upon the issue of a certificate of satisfaction by the Chief Fire Officer of the Fire and Rescue Service the issue of which shall not be unreasonably delayed provided that such certificate shall not be issued prior to the issue by the Director of Environment and Infrastructure of the certificate of maintenance for the highways in which the fire hydrants are located;
- 2.5 To ensure that each Dwelling can be served by a fire hydrant which is operational and ready to be used for the purpose of fire-fighting by the Fire and Rescue Service prior to Occupation of the Dwelling;
- 2.6 not to Occupy nor cause nor permit Occupation of any building forming part of the Development including any Dwelling until such time as it is served by a fire hydrant that is operational and ready to be used for the purposes of fire-fighting by the Fire and Rescue Service; and

- 2.7 to address any notice to be given to the Fire and Rescue Service to the Water Services Officer, Fire and Rescue Service, 9 Merchant Drive, Mead Lane, Hertford SG13 7BH Telephone 01992 507638.

Schedule 6

Open Space

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

Footpath/ Cyclepath Link as defined in Schedule 8 of this Agreement;

Footpath/ Cyclepath Link Management Scheme as defined in Schedule 8 of this Agreement;

Incidental Open Space means any landscaped and public realm areas within the Application Site not forming part of the Strategic Open Space provided pursuant to the Planning Permission and any Reserved Matters Approval which shall include:

- (a) Any communal gardens or courtyards;
- (b) Roads, paths and verges;
- (c) SUDS (not located within the Strategic Open Space); and

and which shall include any areas or spaces between buildings not within the demise of a Dwelling.

Management Company means a private limited company established or appointed for inter alia the purpose of managing the Open Space and the Footpath/Cyclepath Link (if delivered in accordance with Schedule 8 of this Agreement and until such point as the Footpath/ Cyclepath Link may be adopted by the highway authority) and in accordance with the approved Open Space Management Scheme and the SUDS Plan and the Footpath/Cyclepath Link Management Scheme (if applicable and until such point as the Footpath/ Cyclepath Link may be adopted by the highway authority) the identity of whom shall be approved in writing by the County prior to Occupation of more than 29 Dwellings pursuant to paragraph 2.2 of Schedule 8 and by the Council prior to the Open Space Transfer pursuant to this Schedule 6;

Open Space means the areas identified for the provision of open space in accordance with the Planning Permission and any Reserved Matters Approval which comprises of the Strategic Open Space and the Incidental Open Space;

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

Open Space Management Scheme means a written scheme prepared by the Owner to be submitted to the Council for approval for the ongoing long-term management and maintenance of the Open Space (as may be amended from time to time with the written approval of the Council);

Open Space Scheme means a written scheme prepared by the Owner to be submitted to the Council for approval for the provision of Open Space to include details of the Open Space Works and details of how from the date of practical completion of the Open Space Works public at large shall have access to the Open Space 24 hours per day 365 days each year shall be permitted and secured (save for a Permitted Closure);

Open Space Transfer means the transfer to the Management Company of the freehold interest in the Open Space in accordance with the Open Space Transfer Terms unless otherwise agreed in writing with the Council and **Transfer** and **Transferred** for the purposes of this Schedule shall be construed accordingly;

Open Space Transfer Terms means the following terms relating to the Open Space Transfer which shall include the following:

- (a) a covenant by the Management Company only to permit the Open Space to be utilised as grassed areas and/or play areas and/or parking areas and/or roads and/or open areas for recreation and/or SUDS in accordance with this Agreement, the Planning Permission and any Reserved Matters Approval;
- (b) a covenant by the Management Company to maintain the Open Space in perpetuity in accordance with the approved Open Space Management Scheme and Open Space Scheme and to allow public access to the Open Space 24 hours a day for 365 days each year save for any Permitted Closure;
- (c) a covenant by the Management Company not to transfer the Open Space into the individual ownership of the owners of the Dwellings or to any other person other than a Management Company on terms which accord with this Agreement;
- (d) specifically in relation to the SUDS, a covenant by the Management Company to maintain the SUDS in perpetuity in accordance with the Planning Permission, any Reserved Matters Approval and SUDS Plan at all times;
- (e) to transfer the fee simple estate free from encumbrances;
- (f) all easements and rights necessary in relation to access for the benefit of the Open Space;
- (g) any exceptions and reservations in relation to drainage and services, support and access of light and air for the benefit of the Development;
- (h) a covenant by the Management Company not to use or permit the Open Space to be used in a manner which may be or become a nuisance (whether or not amounting to a legal nuisance), annoyance, disturbance or cause damage to the rest of the Development; and
- (i) an obligation on the Management Company that should the Council so require for the Management Company to enter into a direct covenant with the Council to perform the obligations set out in this Schedule;

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

Permitted Closure means that the Owner may from time to time temporarily restrict or prevent access to the Open Space by giving reasonable prior notice to the Council (EXCEPT in cases of emergency or danger to the public where such closure is necessary in the interests of public safety or otherwise for reasons of public safety or at the request of the emergency services when no prior notice or consent shall be required) but only for so long as is reasonably necessary for the following purposes:

- (a) for a maximum of one day per year to assert rights of proprietorship preventing any additional public rights from coming into being by means of prescription or any process of law PROVIDED THAT there shall be no such closure if the entire Open Space has been closed for an entire day or more for any of the other purposes specified in this definition during the preceding year;
- (b) in the interests of public safety generally or for the purposes of maintenance, repair, cleansing, renewal or resurfacing of the Open Space;
- (c) the laying cleaning maintenance and repair of any cables wires pipes drains or ducts over along or beneath the Open Space;
- (d) the inspection maintenance repair renewal rebuilding or demolition or development of any building or buildings on land adjoining the Open Space (including the erection of scaffolding);
- (e) the inspection maintenance repair renewal rebuilding or demolition or development of any building or buildings on land adjoining the Open Space (including the erection of scaffolding); or
- (f) with the prior written approval of the Council for any reasonable and proper purpose

provided that the Owner shall (i) take reasonable steps to minimise the duration and extent of any such closures and (ii) re-open the Open Space as soon as is reasonably practicable;

Strategic Open Space the areas shaded green on the plan at Appendix 5 of this Agreement;

SUDS means the 'sustainable drainage' and 'drainage system' (as defined paragraphs 1 and 2 respectively of Schedule 3 to the Flood and Water Management Act 2010) to be provided as part of the Development in accordance with conditions contained within the Planning Permission and any Reserved Matters Approval; and

SUDS Plan means the plan for the management and maintenance of the SUDS approved pursuant to condition 6 of the Planning Permission.

2 **Open Space and SUDS covenants**

The Owner hereby covenants with the Council:

- 2.1 prior to the submission of any application for Reserved Matters Approval, the Owner shall submit to the Council for its written approval:
- 2.1.1 the Open Space Scheme; and
- 2.1.2 the Open Space Management Scheme;
- 2.2 not to Commence or permit Commencement of Development pursuant to any Reserved Matters Approval until it has submitted to and obtained the Council's written approval of:
- 2.2.1 the Open Space Scheme; and
- 2.2.2 the Open Space Management Scheme;
- 2.3 to construct and lay out the Strategic Open Space prior to Occupation of 50% of the Dwellings in accordance with the Planning Permission, Reserved Matters Approval, the approved Open Space Scheme and SUDS Plan;
- 2.4 not to Occupy or permit Occupation of more than 50% of the Dwellings until the Strategic Open Space has been provided in accordance with the approved Open Space Scheme and the Council has received the appropriate Open Space Certificates;
- 2.5 to construct and lay out the Incidental Open Space prior to Occupation of 90% of the Dwellings in accordance with the Planning Permission, Reserved Matters Approval, the approved Open Space Scheme and SUDS Plan;
- 2.6 not to Occupy or permit Occupation of more than 90% of the Dwellings until the Incidental Open Space has been provided in accordance with the approved Open Space Scheme and the Council has received the appropriate Open Space Certificates;
- 2.7 to maintain the Open Space in accordance with the approved Open Space Scheme and the approved Open Space Management Scheme and, in relation to the SUDS, the SUDS Plan until the date upon which the Transfer described in paragraph 2.8 and 2.11 of this Schedule has been completed and until the relevant transfer has been completed if any tree or shrub or other planting seeding or turfing dies or becomes diseased or for any reason fails to become established during that period to reinstate or replace it as necessary with a tree or shrub or other plant or turfing of same size and species;
- 2.8 prior to Occupation of the Development the Owner shall set up the Management Company and provide a copy of the proposed Transfer to the Council for its written approval for the purposes of satisfying the Council of the identity of the Management Company and that the proposed Transfer complies with the Open Space Transfer Terms and the Owner shall not Occupy or permit or cause or suffer Occupation until the Council has approved the Management Company Identity and the proposed Transfer;
- 2.9 on or prior to Occupation of 50% of the Dwellings the Owner shall Transfer the Strategic Open Space to the Management Company for a consideration of £1 (one pound) with full title guarantee in accordance with the Open Space Transfer Terms and Transfer approved in writing by the Council pursuant to paragraph 2.8 above and the Owner shall pay the reasonable and properly incurred legal costs in connection with such Transfer;

- 2.10 within one month of final Occupation of the Development or receipt of written notice from the Council requiring the Transfer of the Incidental Open Space, the Owner shall Transfer the Incidental Open Space to the Management Company for a consideration of £1 (one pound) with full title guarantee in accordance with the Open Space Transfer Terms and Transfer approved in writing by the Council pursuant to paragraph 2.8 above and the Owner shall pay the reasonable and properly incurred legal costs in connection with such Transfer;
- 2.11 upon the date of the Transfers pursuant to paragraphs 2.9 and 2.10 of this Schedule of the Open Space, the Management Company shall maintain and manage in perpetuity the Open Space so Transferred in accordance with the approved Open Space Scheme, Open Space Management Plan, the SUDS Plan and the Open Space Transfer Terms and shall not Occupy or permit or suffer the Open Space to be Occupied or used except in accordance with the approved Open Space Scheme, Open Space Management Plan, the SUDS Plan and the Open Space;
- 2.12 to provide the Council with a copy of the completed Transfers of the Open Space and to inform the Council in writing of the contact details of the Management Company;
- 2.13 for the avoidance of doubt, the Management Company shall be a successor in title of the Owner upon the Transfer of the Open Space and the Council shall be entitled to enforce the obligations at paragraph 2.11 and the provisions of this Schedule directly against the Management Company;
- 2.14 to:
- 2.14.1 include in each transfer or lease of a Dwelling an obligation to contribute an annual amount to the Management Company such contribution, together with fair contributions from other purchasers or lessees of the Dwellings, shall be sufficient to enable the Management Company to discharge its obligations under this Agreement in relation to the Open Space; and
- 2.14.2 procure that the buyer or lessee of each Dwelling upon any subsequent sale or letting of such Dwelling they will procure that the incoming buyer or lessee shall enter into direct covenants with the Management Company in the form of paragraph 2.14.1 and 2.14.2 of this Schedule.

Schedule 7

King George V Land

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

King George V Land means than land shown edged red on the plan attached at Appendix 6;

King George V Playing Fields Hub Contribution means the sum of £162,000 as calculated by Lands Improvement Holdings Delivery Enabling Works and Infrastructure to KGV Area only – Cost Plan NR.3 dated 16 March 2016 (Index Linked as provided for in clause 10.2 of this Agreement) towards the provision of playing fields and to enable the change of use of the King George V Land from agricultural to playing field/sports pitch to include (if required but not be limited to) diversion of utilities, ground re profiling, construction of retaining wall, provision of surface water drainage, site clearance, provision of substrate, fencing and lighting;

Nominated Transferee means any person or persons nominated by the Council (which may include the Council) to take the Transfer of the King George V Land as may be notified to the Owner in writing by the Council, such transferee having confirmed that it shall accept the Transfer subject to contract;

Transfer for the purposes of this Schedule means a transfer substantially in the form appearing in Appendix 7 or with such amendments as the parties to the transfer shall agree; and

Transfer Date means the date of the Transfer of the King George V Land to the Council or its Nominated Transferee in accordance with this Schedule.

2 Delivery and transfer of the King George V Land

The Owner covenants with the Council as follows:

- 2.1 prior to Commencement, to offer to transfer the King George V Land to Northaw & Cuffley Parish Council (the **Parish Council**) in the form of the Transfer (and shall also deduce title to the King George V Land along with replies to Commerical Property Standard Enquiries) and the Parish Council shall then have a period of thirty (30) Working Days to confirm that it shall accept the Transfer subject to contract;
- 2.2 if the Parish Council accepts the offer to Transfer the King George V Land subject to contact pursuant to paragraph 2.1 above, the Owner shall promptly offer to transfer the King George V Land to the Parish Council in the form of the Transfer and shall provide an executed Transfer to the Parish Council with authority for it to duly execute and complete;
- 2.3 PROVIDED THAT the Owner has complied with paragraphs 2.1 and 2.2 and has provided a duly executed Transfer to the Parish Council but the Parish Council has not executed and completed the Transfer within six (6) months of the date that the Parish Council accepted the Transfer subject to contract pursuant to paragraph 2.1, then:

- 2.3.1 the Owner shall notify the Council in writing that the Transfer to the Parish Council has not been completed;
 - 2.3.2 upon receipt of notice pursuant to paragraph 2.3.1, the Council may then confirm within thirty (30) Working Days its Nominated Transferee; and
 - 2.3.3 the Owner shall promptly offer to transfer the King George V Land to the Parish Council or its Nominated Transferee in the form of the Transfer and shall provide an executed Transfer to the Nominated Transferee with authority for it to duly execute and complete;
- 2.4 PROVIDED THAT the Owner has complied with paragraph 2.3 and has provided a duly executed Transfer to the Nominated Transferee but the Nominated Transferee has not executed and completed the Transfer within six (6) months of the date of notice of the Nominated Transferee pursuant to paragraph 2.3.2, then the King George V Land shall remain with the Owner (here meaning LIH Property 2 (UK) Limited only);
- 2.5 to pay the King George V Playing Fields Hub Contribution to the Council prior to first Occupation of the Dwellings or prior to the Transfer Date (whichever comes first); and
- 2.6 not to Occupy or cause or permit first Occupation until the King George V Playing Fields Hub Contribution has been paid to the Council in accordance with paragraph 2.5 of this Schedule.

3 **Expenditure in Advance**

If prior to the receipt of the King George V Playing Fields Hub Contribution the Council, any other relevant statutory authority and/or any body which is allocated money pursuant to clause 6.3.3 of this Agreement incurs any expenditure in providing or enhancing facilities or services pursuant to the King George V Playing Fields Hub Contribution the need for which arises from or in anticipation of the Development then the recipient of the relevant contribution may immediately following receipt deduct from it such expenditure incurred.

Schedule 8

Footpath/Cyclepath Link and Northaw Road s278 Works

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

Footpath/Cyclepath Link means a hard-surfaced shared Footpath/Cyclepath link of at least 3 metres width, from an estate road within the Application Site to the public highway section of South Drive, as shown indicatively on drawing number 141386/A/51 revision A appended at Appendix 8.

Footpath/Cyclepath Link Management Scheme means a written scheme prepared by the Owner to be submitted to the County for approval for the ongoing long-term management and maintenance of the Footpath/Cyclepath Link (as may be amended from time to time with the written approval of the Council) and to include details of the Management Company (as defined in Schedule 6);

Northaw Road s278 Agreement means a s278 agreement substantially in the form appended at Appendix 13 to be entered in to for the provision of the Northaw Road s278 Works including a shared footway/cycleway scheme and associated features including parallel crossings, along Northaw Road East, in general accordance with the works shown on drg no 141386/A/61 rev B, subject to reasonable alterations identified through the s278 / road safety audit process.

Northaw Road s278 Works means:

- (f) Upgrade of the two existing bus stops closest to the site, to include raised kerbs, kerbing and Real Time Information displays at both stops and a shelter at the northbound stop.
- (a) Widening of existing footway on Northaw Road East to provide a shared pedestrian and cycle route that is 3.2m wide along the majority of the route between the proposed site access junction and Kingsway/Theobalds Road;
- (b) The provision of a new Toucan crossing to the northeast of the proposed site access junction along Northaw Road East;
- (c) The provision of a new Parallel crossing of Kingsway;
- (d) The provision of a parallel crossing at the existing zebra crossing along Northaw Road East; ~~and~~ SS
- (e) The provision of transitions for cyclists to move between the new shared route and the carriageway at the site access and Theobald's Road; ~~and~~ SS

Northaw Road Notice means a notice to be served by the Developer on the County electing that the Owner intends to deliver the Northaw Road s278 Works in lieu of the Footpath/Cyclepath Link, to be accompanied by documents evidencing reasonable endeavours to deliver the Footpath/Cyclepath Link.

- 2 The Owner covenants with the County:

- 2.1 To deliver the Footpath/Cyclepath link in accordance with paragraphs 2.2, 2.3 and 2.4 below unless the Northaw Road Notice is served by the Owner and approved in writing by the

County and for the avoidance of doubt the County will approve the Northaw Road Notice only if it is satisfied that reasonable endeavours have been undertaken to deliver the Footpath/Cyclepath link;

- 2.2 To implement the Footpath/Cyclepath Link and submit the Footpath/Cyclepath Link Management Scheme prior to occupation of 30th Dwelling;
- 2.3 Not to Occupy any more than 29 Dwellings unless ^{and until SS} the Footway/Cycleway Link has been delivered and written approval has been obtained for the completed Footway/Cycleway Link and the Footpath/Cyclepath Link Management Scheme;
- 2.4 To maintain the Footpath/Cyclepath Link in accordance with the approved Footpath/Cyclepath Link Management Scheme (as may be varied with the written consent of the County from time to time);
- 2.5 In the event that the Northaw Road Notice is approved in writing by the County then paragraphs 2.2, 2.3 and 2.4 above shall not apply and the Owner shall deliver the Northaw Road s278 Works and paragraphs 2.6, 2.7 and 2.8 shall apply;
- 2.6 Not to Occupy any more than 29 Dwellings unless the Northaw Road s278 Agreement has been entered in to;
- 2.7 To carry out the works required by the Northaw Road s278 Agreement in full prior to Occupation of the 61st Dwelling; and
- 2.8 Not to Occupy any more than 60 Dwellings ^{unless and SS} until the works required by the Northaw Road s278 Agreement have been implemented and a certificate of completion obtained from the County.

Schedule 9

Permissive Path

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

Permissive Path means the grass path to be constructed to provide a connection between the Application Site at a point lying between points C and D on the Permissive Path Plan at one end and Northaw Road East at a point lying between points A and B on the Permissive Path Plan at the other end;

Permissive Path Licence means a permissive path licence substantially in the form attached at Appendix 11.

Permissive Path Plan means the plan attached to this Agreement at Appendix 4;

2 **Permissive Path**

The Owner covenants with the Council and the County:

- 2.1 to submit the Permissive Path Licence for written approval to the County and obtain such approval prior to Commencement;
- 2.2 not to Occupy until the Permissive Path Licence has been entered into;
- 2.3 to construct the Permissive Path provided that the Owner has the right to at any time thereafter having sought and obtained the County's written approval under clause 4 of the Permissive Path Licence to temporarily stop up or permanently re-route the Permissive Path providing that at all times a connection between a point lying between C and D on the Permissive Path Plan and a point lying between A and B on the Permissive Path Plan is maintained;
- 2.4 to construct the Permissive Path and make it available for public use prior to first Occupation of the Development in accordance with the Planning Permission and any applicable Reserved Matters Approval;
- 2.5 not to Occupy or permit Occupation of the Development until the Permissive Path has been constructed and is open to public use in accordance with the Planning Permission and any applicable Reserved Matters Approval; and
- 2.6 from the Occupation Date, to ensure that the Permissive Path is open to use by the public at large 24 hours a day 365 days each year provided that the Owner may with the written approval of the County (not to be unreasonably withheld or delayed) temporarily stop up or permanently re-route the Permissive Path providing that the at all times a connection between a point lying between C and D on the Permissive Path Plan and a point lying between A and B on the Permissive Path Plan is maintained.

Schedule 10

Self-Build Plots

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

Qualifying Self-Build and Custom Housebuilding Developer means an individual or association of individuals (including bodies corporate that exercise functions on behalf of associations of individuals) who satisfy all of the criteria of section 4(3) of the Self-build and Custom Housebuilding Regulations 2016;

Self-Build and Custom Housebuilding means a Dwelling which meets the definition in the Self Build and Custom Housebuilding Act 2015 (as amended) and constructed on a Self-Build and Custom Housebuilding Plot;

Self-Build and Custom Housebuilding Plot Value means the sale value (as determined in accordance with relevant guidance issued by the Royal Institution of Chartered Surveyors at the date of valuation) for which the freehold of each **Self-Build and Custom Housebuilding Plot** should be sold on the date of valuation between a willing seller and willing buyer on appropriate freehold terms in an arm's length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion;

Self-Build and Custom Housebuilding Plots means those parts of the Application Site to be provided pursuant to the provisions in this Schedule to enable construction of three (3) Dwellings as Self-Build and Custom Housebuilding and **Self-Build and Custom Housebuilding Plot** shall be construed accordingly;

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

- (a) The indicative location of the individual Self-Build and Custom Housebuilding Plots which shall secure that at least three (3) Self-Build and Custom Housebuilding Plots;
- (b) Details of the servicing arrangements for the Self-Build and Custom Housebuilding and how they shall be provided in a Serviced Condition; and
- (c) Details of how the Self-Build and Custom Housebuilding Plots shall be marketed and made available to those on the Self-Build and Custom Housebuilding Register and which FOR THE AVOIDANCE OF DOUBT shall include the proposed Self-Build and Custom Housebuilding Plot Value, the marketing methods and length of the marketing period and provisions which allow the Self-Build and Custom Housebuilding Plots to be sold as open market Dwellings in the event that the Self-Build and Custom Housebuilding Plots are not disposed of those on the Self-Build and Custom Housebuilding Register following twelve (12) months of marketing;

and the term **Approved Self-Build and Custom Housebuilding Scheme** shall be interpreted accordingly to refer to the Self-Build and Custom Housebuilding Scheme approved pursuant to this Schedule;

Self-Build and Custom Housebuilding Register means the Council's custom build register maintained pursuant to section 1 of the Self-Build and Custom Housebuilding Act 2015 (as amended); and

Serviced Condition means for the purposes of this Schedule the remediate of the Self-Build and Custom Housebuilding Plots to a standard fit for its end use with the provision of roads, sewers, gas, electricity and telecommunications to the boundary of each Self-Build and Custom Housebuilding Plots.

2 **Self-Build Covenants**

2.1 The Owner hereby covenant with the Council:

- 2.1.1 to submit the Self-Build and Custom Housebuilding Scheme to the Council for its written approval prior to Commencement;
- 2.1.2 not to Commence or cause or permit or suffer Commencement until the Self-Build and Custom Housebuilding Scheme has been submitted to and approved by the Council in writing;
- 2.1.3 to carry out the Development in accordance with the Approved Self-Build and Custom Housebuilding Scheme in perpetuity subject to this Schedule;
- 2.1.4 to market each Self-Build and Custom Housebuilding Plots in accordance with the Approved Self-Build and Custom Housebuilding Scheme and to provide evidence on request to the Council confirming compliance with the with the Approved Self-Build and Custom Housebuilding Scheme;
- 2.1.5 not to permit more than 60% of the Dwellings until the Self-Build and Custom Housebuilding Plots are made available in accordance with the Approved Self-Build and Custom Housebuilding Scheme and have been provided in a Serviced Condition and the Council has confirmed such in writing;
- 2.1.6 the Self-Build and Custom Housebuilding Plots shall only be provided and transferred for the provision of Self-Build and Custom Housebuilding to either:
 - (a) those on the Self-Build and Custom Housebuilding Register; or
 - (b) a Qualifying Self Build and Custom Housebuilding Developer;and shall not be sold or marketed at a value which exceeds the relevant Self-Build and Custom Housebuilding Plot Value as set out in the Approved Self-Build and Custom Housebuilding Scheme;
- 2.1.7 to give notice to the Council of the date of commencement of the date of marketing of each individual Self-Build and Custom Housebuilding Plot not later than fourteen (14) Working Days after that date;

2.1.8 If after 12 (twelve) months from the date of the commencement of marketing of a Self-Build and Custom Housebuilding Plot provided in accordance with this Schedule contracts for the sale of the Self-Build and Custom Housebuilding Plot has not been exchanged then:

- (a) the restrictions and obligations in this Schedule shall be released in relation to the relevant Self-Build and Custom Housebuilding Plot(s) and shall no longer apply to those Self Build and Custom Housebuilding Plot(s); and
- (b) the relevant Self- Build and Custom Housebuilding Plot(s) may be sold on the open market free from the provisions of this Schedule;

PROVIDED THAT:

- (c) the Owner has provided reasonable evidence demonstrating that the relevant Self-Build and Custom Housebuilding Plot has been marketed at Self-Build and Custom Housebuilding Plot Value in accordance with the Approved Self-Build and Custom Housebuilding Scheme for a minimum period of two years from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plot and that no or no sufficient demand at a realistic open market value can be demonstrated; and
- (d) the Council has agreed in writing that it is satisfied that the relevant Self-Build and Custom Housebuilding Plot has been marketed at the Self-Build and Custom Housebuilding Plot Value in accordance with the Approved Self-Build and Custom Housebuilding Scheme for a minimum period of two years from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots.
- (e) the Owner shall procure that in any transfer to the Self Build Developer that: any Qualifying Self-Build and Custom Housebuilding Developer completes their Self-Build and Custom Housebuilding on their applicable Self-Build and Custom Housebuilding Plots within 2 years of purchasing their Self-Build and Custom Housebuilding Plot (or such other period as is agreed in writing by the Council); and
- (f) if so required by the Council, any Qualifying Self-Build and Custom Housebuilding Developer enters into a direct covenant with the Council in respect of paragraph 2.1.8 (e) of this Schedule.

3100/2022

Executed as a deed by affixing the Common)
Seal of **Hertfordshire County Council**)
in the presence of:)



Director



Arthur Lynby

Director/Secretary

Executed as a deed by affixing the Common)
Seal of **Welwyn Hatfield Borough Council**)
in the presence of:)



Authorised Officer
Principal Lawyer
Legal Services Manager

Executed as a deed by)
LIH Property 2 (UK) Limited)
acting by two directors)

Director



Director



Pursuant to Section 106 Agreement

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	X	Y	Z	Y + Z	Herts County Council
Library Contribution	£	£	£	£	

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:

- 1 The Chief Legal Officer
Hertfordshire County Council
County Hall,
Pegs Lane
Hertford Hertfordshire
SG13 8DE
Ref: Benedict King

- 2 The Head of Planning
Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Herts AL8 6AE
Ref: S6/2015/1342/PP

Appendix 2

The Plan



Lands Improvement



Legal Services Manager

Authorised Officer

OMEGA
PARTNERSHIP
ARCHITECTS & URBAN DESIGNERS

GLENAYON HOUSE · 39 COMMON ROAD · CLAYGATE · SURREY · KT10 0HG
TEL: 01372 470 313 · E-MAIL: firstname@omegapartnership.co.uk

client

LAND IMPROVEMENT

project

NORTHAW ROAD EAST, CUFFLEY

description

LOCATION PLAN

project number

2271

drawing number

A-1100

revision

B

scale

1:2500 @ A3

date

JUNE 2014

status

PRELIMINARY

2271-A-1100-B

Appendix 3
Nominations Agreement

DATED

202

(xxxxxx RP NAME)

TO

WELWYN HATFIELD BOROUGH
COUNCIL

GENERAL NEEDS SOCIAL RENT
NOMINATION AGREEMENT

relating to Affordable Housing on the
Land at (xxxxxx Site Location and
address), Hertfordshire

Margaret Martinus
Solicitor
Legal Services Manager
Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Hertfordshire AL8 6AE
Tel: 01707 357000

This Agreement is made the day of 202 BETWEEN xxxxxx
xxxxxxxxxxxxxxRP NAME (Industrial and Provident Society No XXXXXX) whose
registered office is situate at xxxxxxxxxxxxxx RP Address and WELWYN HATFIELD
BOROUGH COUNCIL of Council Offices The Campus Welwyn Garden City
Hertfordshire AL8 6AE ("the Council")

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. In this Agreement the following expressions shall have the following meanings:-

“Social Rent” Social rented housing is owned by local authorities and private registered providers (as defined in section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the national rent regime. It may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the local authority or with Homes England.

"the Development" means the new residential development comprising xx units to be constructed in accordance with planning permission reference xxxxxxxx dated xxxxxxxx by or on behalf of the RP at the Land

“the Land” means that freehold land known as xxxxxx (site location and address) registered with the title number HD xxxxxx and shown edged red on the attached plan (Appendix 1)

"a Nominee" means a person nominated to occupy a Property pursuant to the covenants contained in this Agreement

"Nomination Rights" mean rights for the nomination of persons to occupy the Properties as provided herein

"the Perpetuity Period" means the period of 125 years from the date hereof which shall be the perpetuity period applicable to this Agreement

"the Properties" means xxxxxxxxx (insert unit type and mix) forming part of the Development for affordable rent in accordance with Clause 2 below and "Property" means any one of such properties

“the RP” means xxxxxxxxxx (insert RP name) or another registered provider of social housing as defined within the provisions of the Housing and Regeneration Act 2008

"A Void" means a vacancy created as a result of the death of a tenant or where the tenant secures alternative accommodation for themselves and vacates the Property.

2. The Social Rented Housing shall only be occupied on a tenancy agreement as determined by the RP's tenancy policy at a rent set at a level complying with the guidance issued from time to time by the Homes England under Section 80 of the Housing and Regeneration Act 2008 or at a lower level agreed between the RP and the Council (both acting reasonably) PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-
 - 2.1 Following practical completion of the works comprising the Development and during the Perpetuity Period the RP will let the Properties in accordance with the RPs letting policy and rules provided that such rents will be adjusted in accordance as necessary with the Homes England's Rent Restructuring Regime from practical completion of the Properties
3. When any Property becomes available for occupation the RP will let the Property to a person within the letting policy rules of the RP and subject to the Nomination Rights contained in clauses 4 to 10
4. On completion of the Development the Council will be entitled to Nomination Rights in respect of 100% of the initial vacancies and 75% of Void Properties thereafter. (In addition, if an RP tenancy becomes empty as a result of the tenant accepting a property from the Council's Housing Needs Register, then the Council will have the absolute right to exercise Nomination Rights in respect to the subsequent letting of that Property even though nomination will exceed the level of Nomination rights specified in this Clause 4.)
5. Every nomination made in accordance with these terms and conditions shall comply with Welwyn Hatfield Council approved allocations scheme at the time of nomination
6. The RP will notify Welwyn Hatfield Council by email using the standard Nomination Request Form (Appendix 2) 14 days before advertising when a Property in respect of which the Council is entitled to exercise Nomination

Rights becomes available to let and the following details should always be provided:-

- 6.1 the full postal address of the Property
- 6.2 the estimated rent and service charge
- 6.3 the anticipated tenancy commencement date
- 6.4 the type of Property (e.g. house flat bungalow)
- 6.5 the floor level
- 6.6 any special requirements (e.g. is the Property adapted for a wheelchair user)
- 6.7 if the nomination needs or should preferably be made in respect of a specific type of nominee
7. Welwyn Hatfield Council will notify the RP within seven working days of receipt of the email notification from the RP referred to in condition 6 of its Nominee and notification from the Council will be made in writing using the agreed standard Nomination Details Form (Appendix 3)
8. If the Nominee fails to accept the offer of accommodation within four working days of receipt of the offer or the RP refuses to accept the nomination on reasonable grounds the RP must notify Welwyn Hatfield Council as soon as possible and Welwyn Hatfield Council can then exercise further Nomination Rights in respect of the Property within the time period as set out in clause 7 until a letting to a Nominee is achieved
9. The RP shall notify Welwyn Hatfield Council by email of the outcome of the nomination within five working days and if the Nominee accepts the RP must within five working days notify Welwyn Hatfield Council by email of the date of letting the name of tenant and the address of the Property let using the standard Outcome of Nomination Form (Appendix 4)
10. The RP may allocate a tenancy of a Property in accordance with their own letting policy in any one of the following circumstances:-
 - 10.1 Welwyn Hatfield Council fails without reasonable cause to exercise a Nomination Right within ten working days of receiving the notification referred to in clause 6

- 10.2 Welwyn Hatfield Council has given written notice following the seven working days period referred to in clause 7 that it does not wish to exercise its Nomination Right on that particular occasion
- 10.3 That the third party nominee put forward by Welwyn Hatfield Council pursuant to its Nomination Rights has either failed to accept the offer or is rejected by the RP pursuant to Clause 8.
11. The RP shall supply to Welwyn Hatfield Council full details of its letting policy rules and its letting activity at intervals not exceeding [six months using the agreed Lettings Return Form (Appendix 5)
12. The terms of this Agreement are personal to the parties hereto and are not binding on:
- 12.1 a mortgagee of the Property (including a security trustee or other charge);
- 12.2 a receiver appointed by such mortgagee in exercising a power of sale;
- 12.3 anyone deriving title through such a mortgagee or receiver;
- 12.4 a tenant of the RP who has acquired a dwelling under a statutory right to acquire and his successors in title;
- 13.0 Unless otherwise stated this Agreement does not, and the parties do not intend to confer any right or benefit which is enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 upon any person who is not a party to this Agreement

IN WITNESS whereof the parties have executed this Agreement as a Deed the day and year first before written

Appendix 1 Site Location Map

APPENDIX 2

NOMINATION REQUEST FORM

PARTNER LA:	
LANDLORD:	
PROPERTY CODE:	
CONTACT PERSON DETAILS	
NAME:	
TEL NO:	
EMAIL TO:	housingoptions@welhat.gov.uk
EMAIL FROM:	
FAX:	
DATE OF REQUEST:	
REASON FOR VOID:	
ENERGY PERFORMANCE LEVEL/PROVISIONAL EPL:	

REQUEST

ADDRESS:				
POSTCODE:				
NO. BEDROOM:				
SEPARATE DINING	YES <input type="checkbox"/> NO <input type="checkbox"/>			
BED SPACE (occupancy)	MINIMUM		MAXIMUM	
SHELTERED ACCOMMODATION	YES <input type="checkbox"/> NO <input type="checkbox"/>			
IF YES	RESIDENT WARDEN <input type="checkbox"/> WARDEN ON CALL <input type="checkbox"/>			

MINIMUM AGE (where applicable)	
PROPERTY TYPE	

HOW MANY STEPS ARE THERE UP TO YOUR PROPERTY?	
LIFT	YES <input type="checkbox"/> NO <input type="checkbox"/>
FLOOR LEVEL	
HEATING TYPE:	
ADAPTATIONS IN PROPERTY (PLEASE TICK ALL THAT APPLY)	<input type="checkbox"/> Doorways Widened <input type="checkbox"/> Powerpoints raised <input type="checkbox"/> Shower installed Shower Type: <input type="checkbox"/> Over bath <input type="checkbox"/> Level entry <input type="checkbox"/> Level access <input type="checkbox"/> Taps fitted <input type="checkbox"/> Raised toilet (on a plinth) Lift installed: <input type="checkbox"/> Through floor lift <input type="checkbox"/> Facility for stair lift <input type="checkbox"/> Ceiling track for hoist Ramps (front) installed <input type="checkbox"/> Ramps (rear) installed <input type="checkbox"/> Extension built <input type="checkbox"/> Hardstanding (for vehicle) <input type="checkbox"/> Storage for mobility scooter <input type="checkbox"/> Level Threshold <input type="checkbox"/> Visual Doorbell <input type="checkbox"/> Lighting modified <input type="checkbox"/> Downstairs WC installed <input type="checkbox"/> Lower Kitchen Unit
GARDEN (exclusive/shared/none)	
GARAGE?	YES <input type="checkbox"/> NO <input type="checkbox"/>
COUNCIL TAX BAND?	
SUITABLE FOR PETS?	YES <input type="checkbox"/> NO <input type="checkbox"/>

TYPE OF TENANCY (i.e. Shared Ownership, Key workers, Assured Tenancy etc.)	
DOES A LOCAL LETTINGS POLICY APPLY?	YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes – Please give details	
RENT (weekly/monthly)	
SERVICE CHARGE:	
SUPPORT CHARGE:	
EXPECTED TENANCY START DATE:	
FEATURES:	

PLEASE ATTACH PHOTO

APPENDIX 3

NOMINATION DETAILS FORM

Date		
Name and Address of Housing Assoc.		
Contact	Welwyn Hatfield Council	
Phone number:	01707 357613	
e-mail address:	housingoptions@welhat.gov.uk	
Fax number:	01707 357630	

ADDRESS OF PROPERTY NOMINATED FOR:

Property type and size:	

NOMINEE DETAILS:

Applicant name		D.O.B	
Address			
Postcode			
Phone (home)			
Phone (work)			
Phone (mobile)			
e-mail address			
Joint applicant		D.O.B	
Address:(if different from above)			
Postcode			

Application Number		Band & Date	
---------------------------	--	------------------------	--

DETAILS OF OTHER HOUSEHOLD MEMBERS:

Surname	First name	D.O.B.	Relationship

CORE INFORMATION:

Question 12 (current accommodation)	
Question 14 (homeless status)	

APPLICATION TYPE:

Homeless	
Waiting list	
RSL tenant transfer	
WHC tenant transfer	
Other	

BRIEF SUMMARY OF CURRENT CIRCUMSTANCES, AND ADDITIONAL INFORMATION/COMMENTS:

To discuss this case:
Contact:
Telephone number:

IF STAFF SHOULD BE ACCOMPANIED AT VIEWING PLEASE GIVE DETAILS:

--

WILL NOMINEE REQUIRE ACCESS TO TRANSLATION SERVICES OR ASSISTANCE WITH READING PAPERWORK? IF SO, PLEASE GIVE DETAILS:

Has any member of the above household been the subject of any anti-social behaviour action by their current landlord – including the issue of a Notice of Seeking Possession, Acceptable Behaviour Contract or an Anti-Social Behaviour Order?

YES ☐ NO ☐

If “YES”, then please provide details, including a copy of any Notice/Order/Contract and also a report on any behaviour issues which have occurred since the Notice/Order/Contract was issued.

Does any member of the above household:

Have difficulty climbing stairs? YES ☐ NO ☐

Use a wheelchair? YES ☐ NO ☐

Have a medical condition? YES ☐ NO ☐

Have a support worker? YES ☐ NO ☐

Have any special needs? YES ☐ NO ☐

Require specialist housing? YES ☐ NO ☐

Need support in addition to the usual YES ☐ NO ☐

Housing/Estate Officer support?

Need (or is likely to need within 6 months)

Adaptations to a standard property? YES ☐ NO ☐

If “YES” please provide full details, including contact details for any support worker.

Are there any rent arrears outstanding with their current landlord?

Yes ☐ No ☐ Not aware ☐

If “YES” please provide full details of the arrear, any agreement the tenant has made to clear the outstanding amount and a record showing whether the agreements has been adhered to.

APPENDIX 4

OUTCOME OF NOMINATION FORM

Application number		Void Code:
Receiving Association		
Original nomination date		

NOMINEE DETAILS:

Nominee's name	
Address	

Property nominated for:	
--------------------------------	--

☐ **Tenancy accepted**

Commencement of tenancy date	
-------------------------------------	--

☐ **Tenancy refused**

Reason nominee has refused

Rent too high	
Does not want an assured tenancy	
Wants Right to Buy	
Wants different area	
Wants lower floor	
Wants different property type	
No longer interested in moving	
Wants larger property	
Does not want sheltered accommodation	
Wants sheltered accommodation	
Too far from amenities	
Too many stairs	
Unsuitable due to disability	
Risk of racial/sexual harassment	
Other (please specify	

OR - reason housing association has refused

Nominee's income is over Association's income limit	
Pets are not allowed at the property	
Nominee has history of ASB and not making efforts to overcome problem	
Nominee currently has RSL arrears with no agreement to clear	
Other – please specify:	

Housing Association Contact Officer	
Date	

Appendix 5

LETTINGS RETURN

NAME OF HOUSING ASSOCIATION: _____

NAME OF CONTACT OFFICER: _____ TELEPHONE: _____

RETURN FOR 6 MONTH PERIOD ENDING: _____

Date	Address including Postcode	Property Type (Inc. no of bedrooms)	General needs/ Sheltered/Specially Adapted	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

Date	Address including Postcode	Property Type (Inc. no of bedrooms)	General needs/ Sheltered/Specially Adapted	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
RP NAMEXXXXXXXXXXXXXXXXXXXXX)
XXXXXXXXXXXXXXXXXXXXX)
hereunto in the presence of:)

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of WELWYN)
HATFIELD BOROUGH COUNCIL)
was hereunto affixed in)
the presence of)

Authorised Officer

DATED

2017

Insert H/A details

TO

WELWYN HATFIELD BOROUGH
COUNCIL

GENERAL NEEDS AFFORDABLE
RENTS NOMINATION AGREEMENT

relating to Affordable Housing on the
Land at xxxx insert address
Hertfordshire

Margaret Martinus,
Solicitor
Legal Services Manager
Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Hertfordshire AL8 6AE
Tel: 01707 357000

This Agreement is made the day of 2017 BETWEEN **insert**
HA (Industrial and Provident Society No **#####**) whose registered office is situate at
and WELWYN HATFIELD BOROUGH COUNCIL of Council Offices The
Campus Welwyn Garden City Hertfordshire AL8 6AE ("the Council")

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. In this Agreement the following expressions shall have the following meanings:-

"the Development" means the new residential development comprising
xxxx unit to be constructed in accordance with planning permission reference
xxxxxxxxxxxxxxxxxxxxxx dated xx xx xx by or on behalf of the RP at the land

“the Land” means that freehold land known as xxxxxxxxxx forming part of the land in the Conveyance dated xx xx xx made between Welwyn Garden City Development Corporation xxxxxxxxxxxx (insert details of title) and shown edged red on the attached plan (Appendix 1)

"a Nominee" means a person nominated to occupy a Property pursuant to the covenants contained in this Agreement

"Nomination Rights" mean rights for the nomination of persons to occupy the Properties as provided herein

"the Perpetuity Period" means the period of 125 years from the date hereof which shall be the perpetuity period applicable to this Agreement

"the Properties" means xxxxxxxx(number/type/size of units) forming part of the Development for affordable rent in accordance with Clause 2 below and "Property" means any one of such properties

“the RP” means ##### or another registered provider of social housing as defined within the provisions of the Housing and Regeneration Act 2008

"A Void" means a vacancy created as a result of the death of a tenant or where the tenant secures alternative accommodation for themselves and vacates the Property.

2. The Affordable Rented Housing shall only be occupied on a tenancy agreement as determined by the RP's tenancy policy at a rent set at a level

complying with the guidance issued from time to time by the Homes and Communities Agency under Section 36 of the Housing Act 1996 or at a lower level agreed between the RP and the Council (both acting reasonably)
PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

- 2.1 Following practical completion of the works comprising the Development and during the Perpetuity Period the RP will let the Properties in accordance with the RPs letting policy and rules provided that such rents will be adjusted in accordance as necessary with the Homes and Communities Agency's Rent Restructuring Regime from practical completion of the Properties save that for the avoidance of doubt the rents for the Affordable Rent will be initially set at **xxxx** % of open market rent or as agreed with the RP.
3. When any Property becomes available for occupation the RP will let the Property to a person within the letting policy rules of the RP and subject to the Nomination Rights contained in clauses 4 to 10
4. On completion of the Development the Council (Welwyn Hatfield Council) will be entitled to Nomination Rights in respect of 100% of the initial vacancies and 75% of Void Properties thereafter. (In addition, if an RP tenancy becomes empty as a result of the tenant accepting a property from the Council's Housing Needs Register, then the Council will have the absolute right to exercise Nomination Rights in respect to the subsequent letting of that Property even though nomination will exceed the level of Nomination rights specified in this Clause 4.)
5. Every nomination made in accordance with these terms and conditions shall comply with Welwyn Hatfield Council approved allocations scheme at the time of nomination
6. The RP will notify Welwyn Hatfield Council by email using the standard Nomination Request Form (Appendix 2) 14 days before advertising when a Property in respect of which the Council is entitled to exercise Nomination Rights becomes available to let and the following details should always be provided:-
 - 6.1 the full postal address of the Property
 - 6.2 the estimated rent and service charge
 - 6.3 the anticipated tenancy commencement date
 - 6.4 the type of Property (e.g. house flat bungalow)

- 6.5 the floor level
- 6.6 any special requirements (e.g. is the Property adapted for a wheelchair user)
- 6.7 if the nomination needs or should preferably be made in respect of a specific type of nominee
- 7. Welwyn Hatfield Council will notify the RP within seven working days of receipt of the email notification from the RP referred to in condition 6 of its Nominee and notification from the Council will be made in writing using the agreed standard Nomination Details Form (Appendix 3)
- 8. If the Nominee fails to accept the offer of accommodation within four working days of receipt of the offer or the RP refuses to accept the nomination on reasonable grounds the RP must notify Welwyn Hatfield Council as soon as possible and Welwyn Hatfield Council can then exercise further Nomination Rights in respect of the Property within the time period as set out in clause 7 until a letting to a Nominee is achieved
- 9. The RP shall notify Welwyn Hatfield Council by email of the outcome of the nomination within five working days and if the Nominee accepts the RP must within five working days notify Welwyn Hatfield Council by email of the date of letting the name of tenant and the address of the Property let using the standard Outcome of Nomination Form (Appendix 4)
- 10. The RP may allocate a tenancy of a Property in accordance with their own letting policy in any one of the following circumstances:-
 - 10.1 Welwyn Hatfield Council fails without reasonable cause to exercise a Nomination Right within ten working days of receiving the notification referred to in clause 6
 - 10.2 Welwyn Hatfield Council has given written notice following the seven working days period referred to in clause 7 that it does not wish to exercise its Nomination Right on that particular occasion
 - 10.3 That the third party nominee put forward by Welwyn Hatfield Council pursuant to its Nomination Rights has either failed to accept the offer or is rejected by the RP pursuant to Clause 8.
- 11. The RP shall supply to Welwyn Hatfield Council full details of its letting policy rules and its letting activity at intervals not exceeding[six months using the agreed Lettings Return Form (Appendix 5)

12. The terms of this Agreement are personal to the parties hereto and are not binding on:

12.1 a mortgagee of the Property (including a security trustee or other charge);

12.2 a receiver appointed by such mortgagee in exercising a power of sale;

12.3 anyone deriving title through such a mortgagee or receiver;

12.4 a tenant of the RP who has acquired a dwelling under a statutory right to acquire and his successors in title;

13.0 Unless otherwise stated this Agreement does not, and the parties do not intend to confer any right or benefit which is enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 upon any person who is not a party to this Agreement

IN WITNESS whereof the parties have executed this Agreement as a Deed the day
and year first before written

Appendix 1 Site Location Map

APPENDIX 2

NOMINATION REQUEST FORM

PARTNER LA:	
LANDLORD:	
PROPERTY CODE:	
CONTACT PERSON DETAILS	
NAME:	
TEL NO:	
EMAIL TO:	housingadviceteam@welhat-cht.org.uk
EMAIL FROM:	
FAX:	
DATE OF REQUEST:	
REASON FOR VOID:	
ENERGY PERFORMANCE LEVEL/PROVISIONAL EPL:	

REQUEST

ADDRESS:				
POSTCODE:				
NO. BEDROOM:				
SEPARATE DINING	YES <input type="checkbox"/> NO <input type="checkbox"/>			
BED SPACE (occupancy)	MINIMUM		MAXIMUM	
SHELTERED ACCOMMODATION	YES <input type="checkbox"/> NO <input type="checkbox"/>			
IF YES	RESIDENT WARDEN <input type="checkbox"/> WARDEN ON CALL <input type="checkbox"/>			

MINIMUM AGE (where applicable)	
PROPERTY TYPE	

HOW MANY STEPS ARE THERE UP TO YOUR PROPERTY?	
LIFT	YES <input type="checkbox"/> NO <input type="checkbox"/>
FLOOR LEVEL	
HEATING TYPE:	
ADAPTATIONS IN PROPERTY (PLEASE TICK ALL THAT APPLY)	<input type="checkbox"/> Doorways Widened <input type="checkbox"/> Powerpoints raised <input type="checkbox"/> Shower installed Shower Type: <input type="checkbox"/> Over bath <input type="checkbox"/> Level entry <input type="checkbox"/> Level access <input type="checkbox"/> Taps fitted <input type="checkbox"/> Raised toilet (on a plinth) Lift installed: <input type="checkbox"/> Through floor lift <input type="checkbox"/> Facility for stair lift <input type="checkbox"/> Ceiling track for hoist Ramps (front) installed <input type="checkbox"/> Ramps (rear) installed <input type="checkbox"/> Extension built <input type="checkbox"/> Hardstanding (for vehicle) <input type="checkbox"/> Storage for mobility scooter <input type="checkbox"/> Level Threshold <input type="checkbox"/> Visual Doorbell <input type="checkbox"/> Lighting modified <input type="checkbox"/> Downstairs WC installed <input type="checkbox"/> Lower Kitchen Unit
GARDEN (exclusive/shared/none)	
GARAGE?	YES <input type="checkbox"/> NO <input type="checkbox"/>
COUNCIL TAX BAND?	
SUITABLE FOR PETS?	YES <input type="checkbox"/> NO <input type="checkbox"/>

TYPE OF TENANCY (i.e. Shared Ownership, Key workers, Assured Tenancy etc.)	
DOES A LOCAL LETTINGS POLICY APPLY?	YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes – Please give details	
RENT (weekly/monthly)	
SERVICE CHARGE:	
SUPPORT CHARGE:	
EXPECTED TENANCY START DATE:	
FEATURES:	

PLEASE ATTACH PHOTO

APPENDIX 3

NOMINATION DETAILS FORM

Date			
Name and Address of Housing Assoc.			
Contact	Welwyn Hatfield Council		
Phone number:	01707 357613		
e-mail address:	housingadviceteam@welhat-cht.org.uk		
Fax number:	01707 357630		

ADDRESS OF PROPERTY NOMINATED FOR:

Property type and size:	

NOMINEE DETAILS:

Applicant name		D.O.B	
Address			
Postcode			
Phone (home)			
Phone (work)			
Phone (mobile)			
e-mail address			
Joint applicant		D.O.B	
Address:(if different from above)			
Postcode			

Application Number		Band & Date	
---------------------------	--	------------------------	--

DETAILS OF OTHER HOUSEHOLD MEMBERS:

Surname	First name	D.O.B.	Relationship

CORE INFORMATION:

Question 12 (current accommodation)	
Question 14 (homeless status)	

APPLICATION TYPE:

Homeless	
Waiting list	
RSL tenant transfer	
WHC tenant transfer	
Other	

BRIEF SUMMARY OF CURRENT CIRCUMSTANCES, AND ADDITIONAL INFORMATION/COMMENTS:

To discuss this case:
Contact:
Telephone number:

IF STAFF SHOULD BE ACCOMPANIED AT VIEWING PLEASE GIVE DETAILS:

--

WILL NOMINEE REQUIRE ACCESS TO TRANSLATION SERVICES OR ASSISTANCE WITH READING PAPERWORK? IF SO, PLEASE GIVE DETAILS:

Has any member of the above household been the subject of any anti-social behaviour action by their current landlord – including the issue of a Notice of Seeking Possession, Acceptable Behaviour Contract or an Anti-Social Behaviour Order?

YES ☐ NO ☐

If “YES”, then please provide details, including a copy of any Notice/Order/Contract and also a report on any behaviour issues which have occurred since the Notice/Order/Contract was issued.

Does any member of the above household:

Have difficulty climbing stairs? YES ☐ NO ☐

Use a wheelchair? YES ☐ NO ☐

Have a medical condition? YES ☐ NO ☐

Have a support worker? YES ☐ NO ☐

Have any special needs? YES ☐ NO ☐

Require specialist housing? YES ☐ NO ☐

Need support in addition to the usual YES ☐ NO ☐

Housing/Estate Officer support?

Need (or is likely to need within 6 months)

Adaptations to a standard property? YES ☐ NO ☐

If “YES” please provide full details, including contact details for any support worker.

Are there any rent arrears outstanding with their current landlord?

Yes ☐ No ☐ Not aware ☐

If “YES” please provide full details of the arrear, any agreement the tenant has made to clear the outstanding amount and a record showing whether the agreements has been adhered to.

APPENDIX 4

OUTCOME OF NOMINATION FORM

Application number		Void Code:
Receiving Association		
Original nomination date		

NOMINEE DETAILS:

Nominee's name	
Address	

Property nominated for:	
--------------------------------	--

☐ **Tenancy accepted**

Commencement of tenancy date	
-------------------------------------	--

☐ **Tenancy refused**

Reason nominee has refused

Rent too high	
Does not want an assured tenancy	
Wants Right to Buy	
Wants different area	
Wants lower floor	
Wants different property type	
No longer interested in moving	
Wants larger property	
Does not want sheltered accommodation	
Wants sheltered accommodation	
Too far from amenities	
Too many stairs	
Unsuitable due to disability	
Risk of racial/sexual harassment	
Other (please specify	

OR - reason housing association has refused

Nominee's income is over Association's income limit	
Pets are not allowed at the property	
Nominee has history of ASB and not making efforts to overcome problem	
Nominee currently has RSL arrears with no agreement to clear	
Other – please specify:	

Housing Association Contact Officer	
Date	

Appendix 5

LETTINGS RETURN

NAME OF HOUSING ASSOCIATION: _____

NAME OF CONTACT OFFICER: _____ TELEPHONE: _____

RETURN FOR 6 MONTH PERIOD ENDING: _____

Date	Address including Postcode	Property Type (Inc. no of bedrooms)	General needs/ Sheltered/Specially Adapted	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

Date	Address including Postcode	Property Type (Inc. no of bedrooms)	General needs/ Sheltered/Specially Adapted	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of

H/A

hereunto in the presence of:

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of WELWYN)
HATFIELD BOROUGH COUNCIL)
was hereunto affixed in)
the presence of)

Authorised Officer

DATED _____ 202

(xxxxxx RP NAME)

TO

WELWYN HATFIELD BOROUGH COUNCIL

SHARED OWNERSHIP NOMINATION
AGREEMENT

Relating to Affordable Housing on the Land
at (xxxxx Site Location and Address

Hertfordshire)

Margaret Martinus
Solicitor
Legal Services Manager
Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Hertfordshire AL8 6AE
Tel: 01707 357000

An agreement made the day of 202 BETWEEN (xxxxxxx RP NAME) (Industrial and Provident Society No. xxxxxx) whose registered office is at (xxxxxxxxx RP Address). of the one part and WELWYN HATFIELD BOROUGH COUNCIL of the Council Offices. The Campus, Welwyn Garden City, Hertfordshire, AL8 6AE ("the Council") of the other part.

As part of the partnership and enabling role between the Council and the Association, both parties to this Agreement are bound by the following terms and conditions.

1. In the Agreement the following expressions shall have the following meanings:

“The Criteria” means the criteria for selection of Nominees to enter into a Shared Ownership Lease of a Property namely:-

- (1) that the Nominees income and savings should be appropriate to purchase an initial xx% Equity Share in the Property offered by the RP
- (2) that the Property should be of a size suitable for the Nominees household in accordance with Welwyn Hatfield Community Housing Trust's Housing Allocation Policy
- (3) that the Nominee has a local connection

"The Development" means the new residential development comprising xx units to be constructed in accordance with planning permission reference xxxxxxxxxxxx dated xxxxxxxx by or on behalf of the RP at the Land

“Equity Share” means a percentage share in the equity of the Property available to the Nominee

“Fully Staircased” means that the leaseholder under a Shared Ownership Lease has acquired 100% of the Equity Shares in a Property

“Help to Buy Agent” (or its successor service) means the organisation appointed by the Homes England to assess applications for home ownership, refer nominations to Registered Providers and provide housing options advice.

“the Land” means that freehold land known as xxxxxxxxxx (site location and address) registered with the title number HDxxxxxx and shown edged red on the attached plan (Appendix 1)

“Local connection” defines the link to the local area required to qualify for nomination detailed in Appendix 2

“the Local Priorities” defines the individual circumstances required to qualify for nomination as detailed in Appendix 2

“Nominee” means a person referred by the Help to Buy Agent

“Nomination Rights” means the right to nominate the leaseholder of a Shared Ownership Lease for a Property or an assignee there from

“the Properties” means the xxxxxxxxx (insert unit type and mix) to be erected on the Land and “Property” means any one of such Properties

“the RP” means a registered provider of social housing as defined within the provisions of the Housing and Regeneration Act 2008 and includes its successors in title to the freehold title of the Land

“Shared Ownership” means a property available for letting under a Shared Ownership Lease

“Shared Ownership Lease” means the Homes England model lease for shared ownership housing or such other shared ownership lease as shall have been approved by the Council (not to be unreasonably withheld or delayed)

“Void” means a Property which is available to the RP for the purposes of nominating a new leaseholder under a Shared Ownership Lease

“Welwyn Hatfield Housing Allocation Policy” means advertising properties (with details of eligibility) giving applicants the ability to choose where they want to live. Shortlisting is based on the applicant’s age, household size and make up, the applicant’s priority banding on the Housing Needs Register and the date the applicant was awarded a priority banding.

Words importing one (1) gender shall be construed as importing another gender

Words importing the singular shall be construed as importing the plural and vice versa

- 2 The RP agrees to grant to the Council the Nomination Rights contained in this Agreement

- 2.1 On completion of the Development the Council will be entitled to Nomination Rights in respect of 100% of the initial vacancies and 75% of void properties thereafter
3. Whenever any Property becomes Void the RP will grant or procure the assignment of a Shared Ownership Lease of the Property to a person within the Criteria and subject to the terms of this Agreement, provided that the RP shall not be under an such an obligation in respect of a Property where the Shared Ownership Lease shall have been Fully Staircased.
4. Every Nomination made in accordance with this Agreement shall comply with Council's approved criteria for selection at the time of a nomination
5. The RP will notify the Help to Buy Agent when a Void arises to advertise the Property.
 - 5.1 The notice should include the following details:
 - 5.2 The estimated rent and service charges including any increases that are imminent
 - 5.3 The minimum share and estimated minimum cost of the Equity Share that is available for purchase
 - 5.4 Any special requirements such as minimum or maximum income levels
 - 5.5 The Help to Buy Agent contact details for notification are by email www.helptobuyeastandsoutheast.uk.com The Help to Buy Agent (or its successor service) will refer candidates in line with the service standards defined in the service level agreement entered into by the Help to Buy Agent with the Registered Provider (if any).
- 6.1 The RP shall:
 - market the Properties in accordance with the Local Priorities
 - comply with the procedures for identifying the purchasers or the Properties as set out in Appendix 2 which procedures may be

changed from time to time by agreement in writing between the parties hereto.

- Seek nominations from the Help to Buy Agent in addition to seeking purchasers through its own marketing.
7. The RP shall not be obliged to offer an Equity Share in a Property to a Nominee unless and until the RP has assessed such Nominee as being a suitable person financially able to meet the obligations of a leaseholder under a Shared Ownership Lease according to the usual criteria and status considerations adopted by the RP for assessment of a prospective shared ownership leaseholder under the Association's control ("the Qualifying Criteria" – a copy of which has been given to the Council) and the assessment of the RP (acting reasonably) shall be final and binding
 8. The RP will notify the Council as soon as possible after the Shared Ownership Lease has been completed
 9. The procedures set out in Clauses 6 to 9 inclusive shall be carried out in respect of each Property
 10. The RP will, on request, notify the Council in writing of the letting activities for the Properties annually each April using the Lettings Return form (Appendix 3)
 11. The terms of this Agreement are personal to the parties hereto and are not binding on:
 - 11.1 a mortgagee of the Property (including a security trustee or other charge);
 - 11.2 a receiver appointed by such mortgagee in exercising a power of sale;
 - 11.3 anyone deriving title through such a mortgagee or receiver;
 - 11.4 a tenant of the RP who has acquired a dwelling under a statutory right to acquire and his successors in title;
 - 11.5 a tenant of the RP who has Fully Staircased its Shared Ownership Lease of the Property and his successors in title;
 12. The Council and the RP are committed to equal opportunities in access to housing regardless of race colour nationality ethnic origin or because of religion sex disability marital or employment status
 13. The ethnic origin of nominated households will be monitored by the RP

- 13.1 Where monitoring reveals that there could be discrimination the RP and Council will work together to take positive action to remedy this
14. This Agreement may be varied at any time by written agreement of both parties
- 15.1 As soon as either party becomes aware of any matter adversely affecting or threatening to affect the RP's performance of its obligations under this Agreement or they shall give notice to the other party. The parties shall meet within (5) working days from the date of such notification to discuss the problem unless the parties agree an alternative course of action.
- 15.2 The parties will endeavour to resolve any difference or dispute by direct negotiation in good faith between senior representatives of each party in the sequence below or their successors:
- | | | |
|---------|--|-----------------------------|
| | Stage 1 | Stage 2 |
| Council | Head of Community and Housing Strategy | Housing Allocations Manager |
| RP | Contracts Manager | Managing Director |
- 15.3 Any dispute which cannot be resolved in accordance with clause 15.2 may be referred by either party to an expert agreed between the parties or failing agreement appointed by the president for the time being of the Chartered Institute of Arbitrators. The expert shall act as an expert and not as an arbitrator. The costs of the expert shall be met in accordance with the expert's determination.
- 15.4 Both parties shall on request promptly supply to the expert all such assistance documents and information as the expert may require for the purpose of determination of the dispute
- 15.5 No party may commence any court proceedings in relation to any dispute in relation to this Agreement until they have followed the steps in clause 15.2 to 15.3 above save that nothing in this Clause 15 shall prevent either party from applying to the court at any time for injunctive or interim relief
- 16 Unless otherwise stated this Agreement does not, and the parties do not intend to confer any right or benefit which is enforceable by virtue of the Contracts (

Right of Third Parties) Act 1999 upon any person who is not a party to this Agreement

WITH THE JOINT INTENTION that this Agreement be entered into as a Deed the Council and the RP have signed this Agreement on the date it was entered into

Appendix 1 Site Location Map

Appendix 2

Local Priorities

1. First time buyers with a Local Connection in the Borough and who would be eligible to be placed on the Council's Housing Needs Register
2. Existing shared owners with a Local Connection to the Borough who need to move and cannot afford to buy a suitable property on the open market and who have a recognised need to move as in accordance with the Welwyn Hatfield Housing Allocation Policy; or
3. Existing owners with a Local Connection to the Borough who need to move, but cannot afford to buy a suitable property on the open market, for example due to change in household or income details or relationship breakdown and who have a recognised need to move as in accordance with the Welwyn Hatfield Housing Allocation Policy.

Local Connection

A person who meets one of the following criteria:

- (a) permanently resident of the Borough for five years or more;
- (b) close relative (to include parent, sibling and/or adult child) who has lived in the Borough for more than ten years;
- (c) permanent employment in the Borough for at least 5 years and a minimum of 16 hours a week;
- (d) an exceptional reason (to be agreed for each case); or
- (e) Persons who are serving in the regular forces or have done so in the five years preceding their application do not have to fulfil our usual local connection criteria;

and in general, priority will be given to people in housing need whose family size broadly fits the size of home they wish to buy.

SHARED OWNERSHIP LETTINGS RETURN**APPENDIX 3****NAME OF HOUSING ASSOCIATION:** _____**NAME OF CONTACT OFFICER:** _____ **TELEPHONE:** _____**RETURN FOR 12 MONTH PERIOD ENDING:** _____

Date	Address including Postcode	Property Type (Inc. no of bedrooms)	Shared Ownership % Purchased	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

Date	Address including Postcode	Property Type (Inc. no of bedrooms)	Shared Ownership % Purchased	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

EXECUTED AS A DEED by affixing
THE COMMON SEAL of
(Registered Provider name)
In the presence of:-

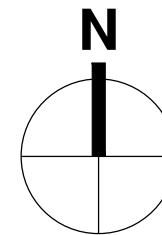
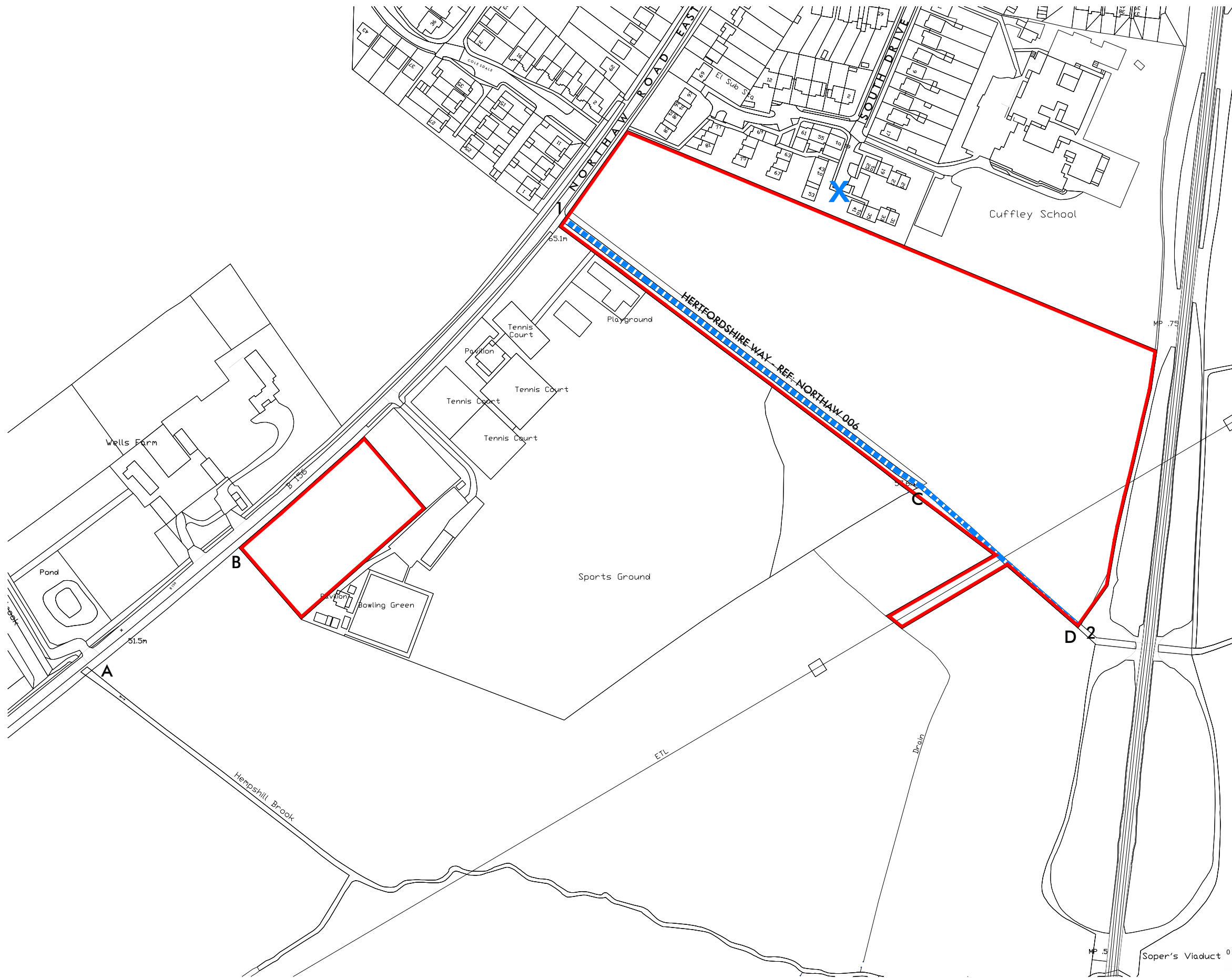
Authorised Signatory

Authorised Signatory

THE COMMON SEAL of WELWYN
HATFIELD BOROUGH COUNCIL
was hereunto affixed in the
presence of:

Authorised Officer

Appendix 4
Permissive Path Plan



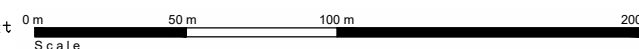
KEY:



POINT OF CONNECTION
TO EXISTING ADOPTED PUBLIC
HIGHWAY (SOUTH DRIVE)

A,B,C,D

POINT OF CONNECTIONS
FOR PERMISSIVE PATH

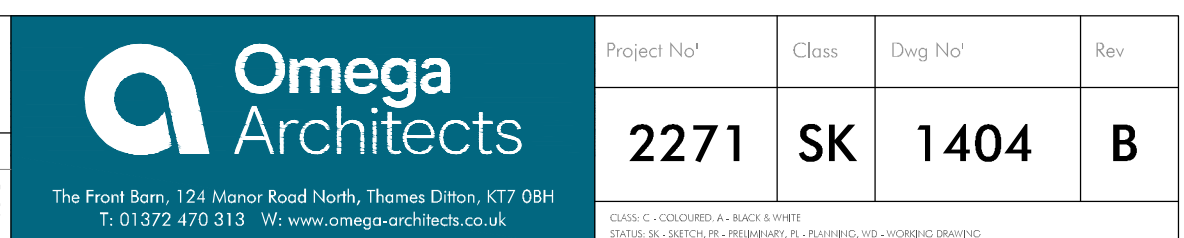
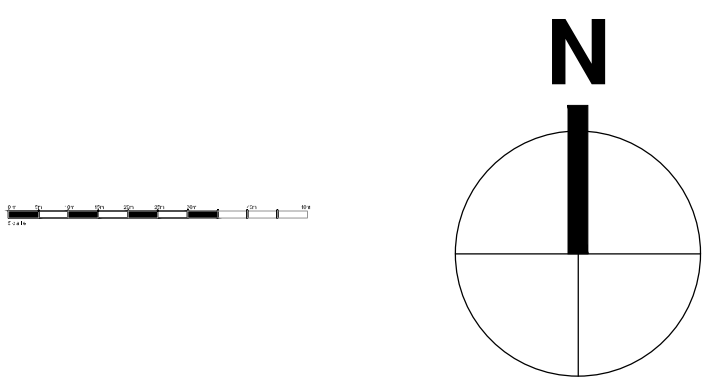


Client: LANDS IMPROVEMENT		Drawing Title: ACCESS IMPROVEMENT PLAN					Project No'	Class	Dwg No'	Rev
Project: NORTHAW ROAD EAST, CUFFLEY		Scale: 1:2500 @ A3	Revision B C D	Drawn RB MP MP	Check -- -- --	Date 15.08.16 13.01.22 21.01.22	2271	A	1101	D
CLASS: C - COLOURED, A - BLACK & WHITE STATUS: SK - SKETCH, PR - PRELIMINARY, PL - PLANNING, WD - WORKING DRAWING										

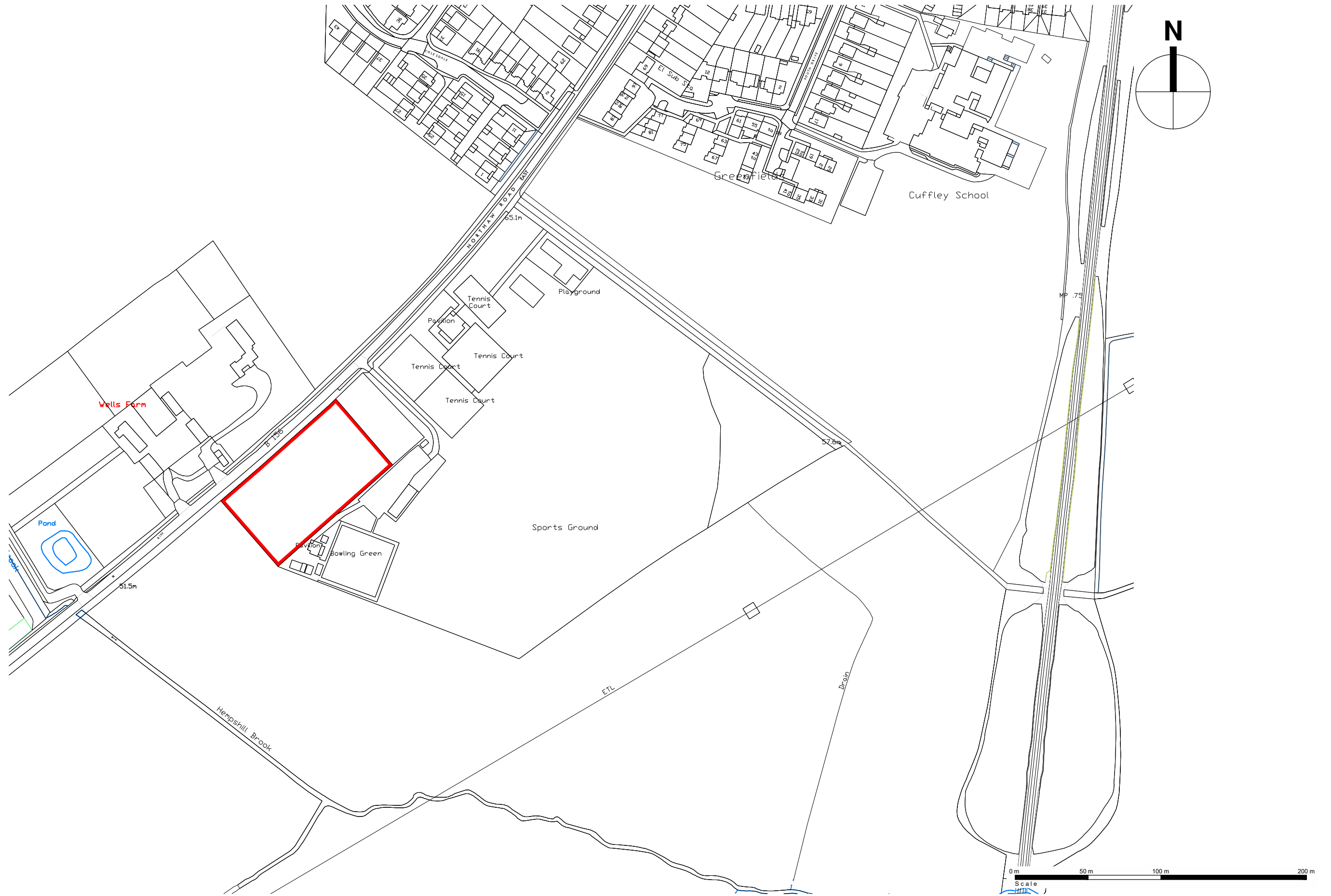


The Front Barn, 124 Manor Road North, Thames Diton, KT7 0BH
T: 01372 470 313 W: www.omega-architects.co.uk

Appendix 5
Open Space Plan



Appendix 6
King George V Land Plan



Client: LANDS IMPROVEMENT		Drawing Title: LOCATION PLAN - TRANSFER LAND					Project No'	Class	Dwg No'	Rev
Project: NORTHAW ROAD EAST, CUFFLEY		Scale: 1:2500 @ A3	Revision B C D	Drawn RB MP MP	Check -- -- --	Date 27.10.14 13.01.22 26.01.22	2271	A	1001	D
CLASS: C - COLOURED, A - BLACK & WHITE STATUS: SK - SKETCH, PR - PRELIMINARY, PL - PLANNING, WD - WORKING DRAWING										



Omega
Architects

The Front Barn, 124 Manor Road North, Thames Ditton, KT7 0BH
T: 01372 470 313 W: www.omega-architects.co.uk

Appendix 7
King George V Land Transfer

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: HD344193
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>King George V Playing Field, Northaw Road East, Cuffley, Hertfordshire</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red on the Plan</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferors:</p> <p>LIH Property 2 (UK) Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11087334</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>[Northaw & Cuffley Parish Council]</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:
 – definitions of terms not defined above
 – rights granted or reserved
 – restrictive covenants
 – other covenants
 – agreements and declarations
 – any required or permitted statements
 – other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

7	Transferee's intended address(es) for service for entry in the register:
8	The transferors transfer the property to the transferee
9	Consideration <input type="checkbox"/> The transferors have received from the transferee for the property the following sum (in words and figures): <input checked="" type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferors transfer with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:
12	Additional provisions 12.1 Definitions and Interpretation Definitions <p>“Disposition” includes a conveyance, transfer, sale of a legal interest, lease, tenancy, licence for the exclusive possession of the Property, mortgage and charge, grant of easement and rights or dedication and “disposed of” or “disposal of” has a corresponding meaning and “dispose of” shall be construed accordingly;</p> <p>“Plan ” the plan annexed hereto</p> <p>“Relevant Authorities” means the local planning authority local and county highway authorities town and parish councils drainage gas water electricity cable television and telecommunications companies and any other authority utility company body corporation or organization concerned with the grant of planning permission or the control of development or the control of pollution or the adoption of roads and sewers and open space or the installation of Conducting Media and the provision of Services and the dispersal or disposal of surface water and “Relevant Authority” shall mean any one of</p>

them;

“Retained Land” means the land comprised in title number HD344193 and HD485928 but excluding the Property

“Service Media” means sewers, drains, pipes, wires, cables and any other medium for the passage or transmission or storage of soil, water, gas, electricity, telecommunications, air, smoke, light, information or other matters including ancillary equipment, plant and machinery

“Services” means water sewage surface water gas electricity telephones information and other services or supplies

Interpretation

Any reference to any specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision and to any byelaws orders regulations or other subordinate legislation made under such statute or statutory provision from time to time

Any covenant by the Transferee not to do any act matter or thing shall be construed as including a covenant by the Transferee that such act matter or thing shall not be done

Reference to "the Property" and "the Retained Land" shall be deemed to include reference to all or part or parts thereof respectively

Reference to "the Transferors" and the "Transferee" shall where the context so admits be deemed to include reference to their successors in title or assigns

The masculine shall include the feminine and the singular shall include the plural and vice versa and where two or more persons are referred to by that expression all covenants and agreements made by them or with them shall be deemed to be made by them or with them jointly and severally

Rights and easements granted to the Transferee are granted in common with the Transferors and all others having similar rights and those to whom such rights are granted

This deed shall not have effect until dated

12.2 Rights granted to the Transferee

The Property is transferred with the following rights for the benefit of the Transferee and its successors in title and those deriving title under the Transferee and/or all necessary workmen and appliances and the persons authorised by it or them and for the benefit of the Property:

12.2.1 The right for the Transferee with or without workmen and others at all reasonable times to enter into and upon such unbuilt upon parts of the Retained Land as shall be reasonably necessary for the purposes of maintaining the boundary fence shared between the Property and the Retained Land provided that the Transferee causes as little disturbance as possible and

makes good any damage caused thereby to the Retained Land as soon as shall be reasonably practicable.

12.3 Rights reserved for the Transferor

The Transferor reserves to itself and its successors in title and those deriving title under the Transferor and/or all necessary workmen and appliances and the persons authorised by it or them and for the benefit of the Retained Land:

12.3.1 The right for the Transferor with or without workmen and others at all reasonable times to enter into and upon the property as shall be reasonably necessary for the purposes of erecting the boundary fence shared between the Property and the Retained Land provided that the Transferor causes as little disturbance as possible and makes good any damage caused thereby to the property as soon as shall be reasonably practicable.

12.3.2 The right upon reasonable prior notice to the Transferee (except in emergency when no notice need be given) to enter upon the Property and to install inspect repair renew reinstall clean maintain remove or connect into any Service Media now existing for the benefit of the Retained Land and thereafter in each case to use such Service Media (including any existing Service Media for the passage and running of Services to and from the Retained Land) PROVIDED THAT the party exercising such right causes as little damage and inconvenience as possible and reinstates the surface of the Property to the standard prior to excavation (where appropriate) and makes good at its own expense any damage caused to the Property by such entry.

12.3.3 A right of access as may be reasonably necessary in order to develop the Retained Land which shall include the right to oversail the Property for temporary periods with a crane or cranes to the extent reasonably necessary for any development of the Retained Land on not less than 20 Working days' prior written notice to the Transferee provided that this shall not interfere with the use of the Property at clause 12.4.1 below.

12.4 Transferee's Restrictive Covenants

The Transferee with intent to bind its successors in title to the Property and each and every part thereof hereby covenants with the Transferor and its successors in title for the benefit of the Retained Land:

12.4.1 Not at any time to use the Property for any purpose other than as a recreational playing field and/or other community recreational uses as agreed through the planning process by the Welwyn Hatfield District Council.

12.4.2 Not to at any time construct or create any new entrance or accessway (whether pedestrian or vehicular) or widen any existing entrance or accessway onto Northaw Road East.

12.4.3 NOT USED

12.4.4 Not to Dispose of its interest in the Property without delivering to the Transferor a Deed of Covenant to perform the Transferee's Positive Obligations at clause 12.5 of this Transfer on receipt of such deed the Transferor shall give any consent required for the disposition to be registered at the Land Registry under the terms of the restriction subject to the donee applying for a further restriction in like terms to be entered on its title to the Property for the benefit of the Transferor.

12.5 The Transferee covenants with the Transferor, for the benefit of the Retained Land and each and every part of it, with the intention of binding the Property:

12.5.1 To maintain the boundary between the Property and the Retained Land in good repair and condition and renew the same when necessary (once constructed by the Transferor).

12.5.2 To at the request in writing and at the cost (so far as such costs are reasonable) of the Transferor in its capacity as landowner of the Property:

- a) enter into any works agreement as may be required for the development and use of the Property which includes for the avoidance of doubt any agreement with supporting bonds (if required by the Relevant Authority) under:
 - i. Section 38 of the Highways Act 1980 or Section 278 Agreement of the Highways Act 1980 (including for the dedication of land) or similar agreement relating to the provision, maintenance and/or adoption of roadways and ancillary land/infrastructure; and/or
 - ii. Section 104 of the Water Industry Act 1991 or similar agreement relating to the provision, maintenance and adoption of drainage systems for the disposal of foul and/or surface water; and/or
 - iii. Any agreement with a Relevant Authority for the installation of conduits, culverts, channels, pipes, wires, cables, optic fibres and ducts and all and any other ancillary equipment and apparatus for the supply and discharge of water, gas, electricity, telephone, telecommunications, cable television and all other appropriate services and for the avoidance of doubt should include the grant of easements in favour of the Relevant Authority.

12.5.3 Apply to the Land Registrar for the entry of the following restriction in the proprietorship register of the title to the Property:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is

to be registered without a certificate signed by the proprietor for the time being of the estate registered under title numbers HD344193 and HD485928 or their conveyancer that the provisions of clause 12.4.4 of a transfer dated [] between (1) LIH Property 2 (UK) Limited and (2) [Northaw & Cuffley Parish Council] have been complied with or that they do not apply to the disposition."

12.6 The Transferor covenants with the Transferee to peg out the boundary between the Property and the Retained Land as soon as reasonably practicable and no later than within one month of the date hereof BUT for the avoidance of doubt the Transferor shall not be obliged to maintain the same.

12.7 Third Party Rights

The Transferor and the Transferee declare that they do not intend that any of the terms of this Transfer will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

12.8 Jurisdiction

This deed and any claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed with the laws of England and Wales.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

EXECUTED as a DEED by **LIH Property 2 (UK) Limited**

Director

Director/Secretary

EXECUTED as a DEED
by [NORTHAW & CUFFLEY
PARISH COUNCIL]

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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Appendix 8

Council Contributions Calculations Tables

General Medical Services Contribution Table

The sum shall be calculated at £1,290 (subject to Indexation in accordance with clause 10.4 of the Agreement) per Dwelling .

Indoor Sports Facilities Contribution Calculations Table

The sum shall be calculated using the Sports Facility Calculator based on the population of the Development, subject Indexation in accordance with clause 10.8 of the Agreement.

Off Site Green Space Contribution Calculations Table

No. of bedrooms	1 bed	2 bed	3 bed	4 bed	5+ bed
	Contribution per dwelling				
Based on £61 (subject to Indexation in accordance with clause 10.1 of the Agreement) per head average occupancy	£84.18	£112.24	£140.30	£168.36	£196.42

Outdoor Sports Facilities Contribution Calculations Table

The sum shall be calculated using the Sports Facility Calculator based on the population of the Development, subject Indexation in accordance with clause 10.8 of the Agreement.

Play Facilities Contribution Calculations Table

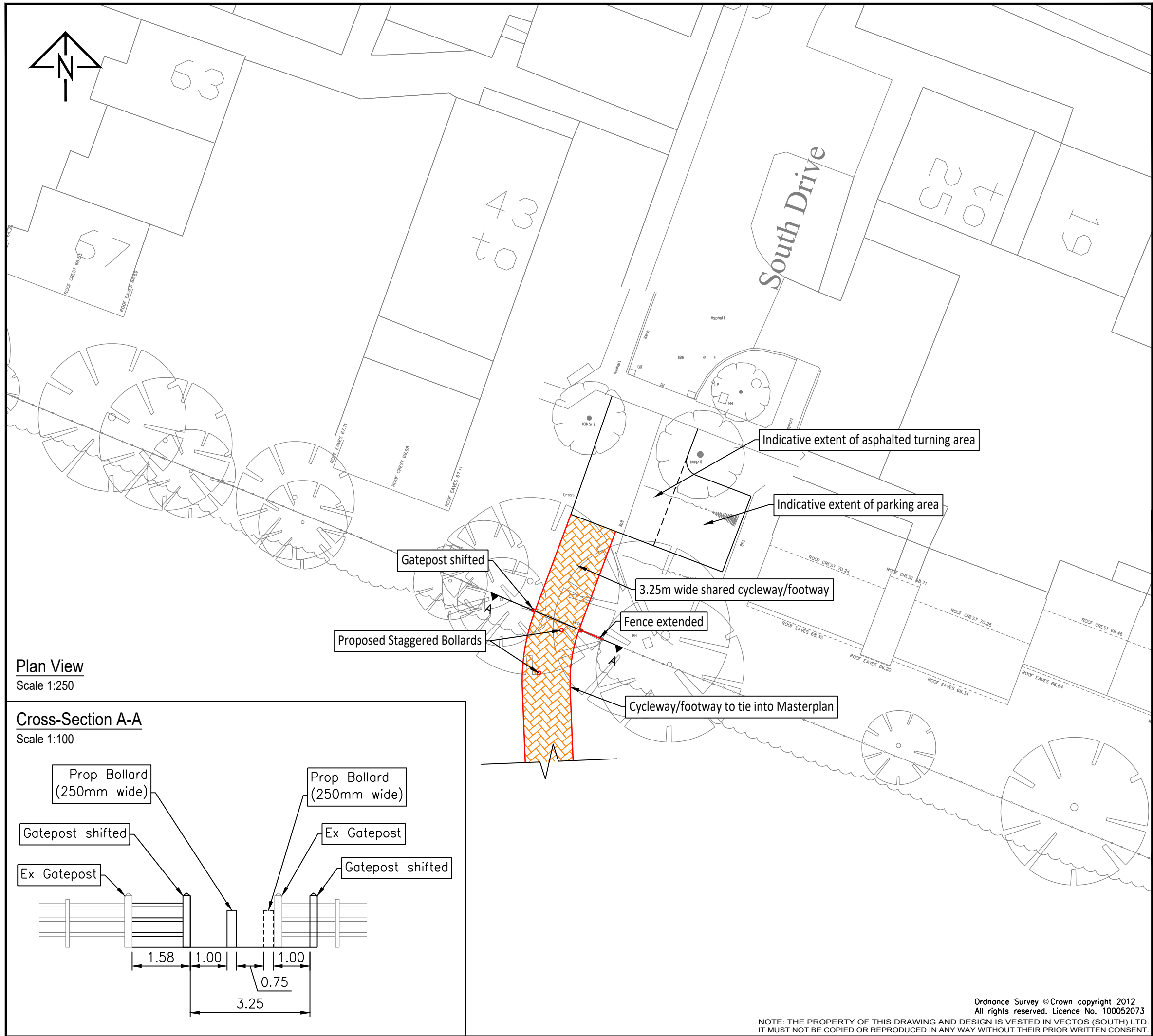
No. of bedrooms	1 bed	2 bed	3 bed	4 bed	5+ bed
	Contribution per dwelling				
Based on £160 (subject to Indexation in accordance with clause 10.1 of the Agreement) per head average occupancy	£220.80	£294.40	£368.00	£441.60	£515.20

Waste and Recycling Contribution (Council) Calculations Table

Cost of a refuse waste bin, compost bin and a recycling bin per house	£75.00 (subject to Indexation in accordance with clause 10.1 of the Agreement)
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Cost of a 1,110 litre refuse waste bin and a Mini Recycling bank (MRC) for up to and including 5 flats	£940.00 (subject to Indexation in accordance with clause 10.1 of the Agreement)
--	---

Appendix 9
Highway Drawing



Notes:

- This is not a construction drawing and is intended for illustrative purposes only.
- White lining is indicative only.
- Topographical Survey is 1667_0 by Landscape.

A	Proposed bollards moved inside site boundary.	JM	MM	22.10.2021
REV.	DETAILS	DRAWN	CHECKED	DATE

CLIENT:

Lands Improvement

PROJECT:

Land to the north east of King George V Playing Fields

DRAWING TITLE:

Proposed Shared Cycleway/Footway Link South Drive

SCALES:

As Shown at A3

DRAWN:	JM	CHECKED:	ID	DATE:	18/11/2015
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vectos.

Network Building, 97 Tottenham Court Road, London W1T 4TP
t: 020 7580 7373 e: enquiries@vectos.co.uk

DRAWING NUMBER:

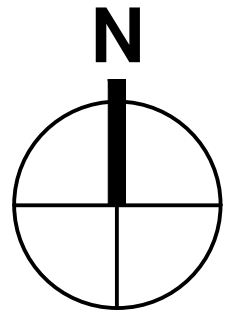
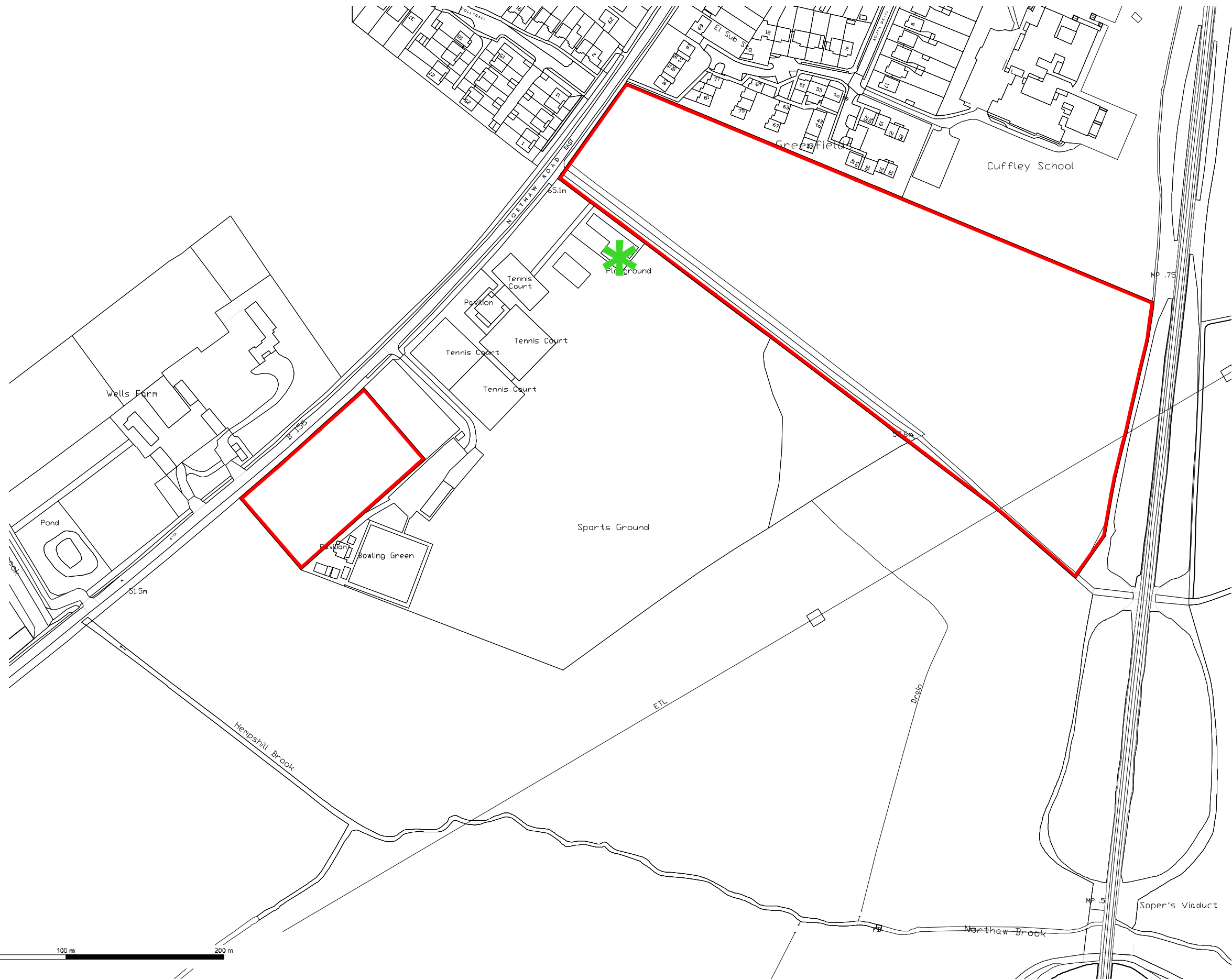
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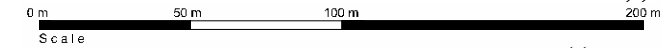
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NOTE: THE PROPERTY OF THIS DRAWING AND DESIGN IS VESTED IN VECTOS (SOUTH) LTD.
IT MUST NOT BE COPIED OR REPRODUCED IN ANY WAY WITHOUT THEIR PRIOR WRITTEN CONSENT.

Appendix 10
Play Facilities Plan



KEY:

- DRAINAGE
- * PLAY FACILITIES



Client: LANDS IMPROVEMENT		Drawing Title: PLAY FACILITIES PLAN					Project No'	Class	Dwg No'	Status	Rev
Project: NORTHAW ROAD EAST, CUFFLEY		Scale: 1:2500 @ A3	Revision A	Drawn MP	Check --	Date 07.03.22	2271	A	1505	PR	A
The Front Barn, 124 Manor Road North, Thames Ditton, KT7 0BH T: 01372 470 313 W: www.omega-architects.co.uk											

Appendix 11
Permissive Path Licence

HERTFORDSHIRE COUNTY COUNCIL

This Licence is made the _____ day of _____ 20____

BETWEEN:

1. **LIH Property 2 (UK) Limited** (company registration number 11087334) of 15th Floor, 140 London Wall, London EC2Y 5DN **AND**
2. **HERTFORDSHIRE COUNTY COUNCIL** of County Hall Pegs Lane Hertford Hertfordshire SG13 8DE

WHEREAS

- (1) The Licensor is the registered proprietor with title absolute of the Land
- (2) The Licensor has agreed to permit the public to walk along the Path to be constructed by the Licensee at the Licensor's expense across the Land in accordance with the terms and conditions contained herein
- (3) The Licensee is the Highway Authority for the area in which the Land is situated and the Licensor wishes to give notice to the Licensee that the Path is not dedicated nor intended to be dedicated as a public highway

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

1.1 In this Licence the following terms shall have the following meanings:

“the Authorised Purpose” walking

"the Drawing" the drawing attached at Schedule 5

“the Land” the freehold land shown edged red on the plan attached at Schedule 1 for identification purposes only and which is registered at the Land Registry with title absolute under Title Number HD344193

“the Licensee” Hertfordshire County Council

“the Licensor” LIH Property 2 (UK) Limited

"the Path" the path to be laid across that part of the Land which is shown [edged and cross hatched red] for the purposes of identification only on the plan attached at Schedule 2

["the Planning Permission" the planning permission granted by Welwyn Hatfield Borough Council under reference number S6/2015/1342/PP and dated [] a copy of which is attached at Schedule 3]

"the Section 106 Agreement" the section 106 agreement dated [] made between (1) LIH Property 2 Limited (2) Welwyn Hatfield Borough Council and (3) Hertfordshire County Council "the Works" the works described in Schedule 4 and shown in principle on the drawings attached at Schedule 5

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

1.3 The reference to any statute or section of a statute or regulations includes any statutory re-enactment or modification of it

1.4 Headings in this Licence are for reference purposes only and are not incorporated into this Licence and shall not be an indication of the interpretation of the parts of this Licence to which they relate

2. Licensor's provisions

2.1. The Licensor shall carry out the Works for the purpose of laying out the Path in accordance with the Planning Permission and the Section 106 Agreement the specification set out in Schedule 4 the Drawing[s] attached at Schedule 5 and the terms and conditions contained herein

2.2 The Licensor shall carry out the Works at its own expense in a good and workmanlike manner

2.3 The Licensor grants permission to the public to use the Path for the Authorised Purpose and for no other purpose whatsoever until such time as the permission is withdrawn in accordance with Clause 2.4 or the Licence is terminated in accordance with Clause 4

2.4 The Licensor declares and gives notice to the Licensee as the Highway Authority for the purposes of Section 31(1) of the Highways Act 1980 that the Path is not dedicated as highway nor is the public's use of the Path with the Licensor's permission under the terms of this Licence to be taken as any intention on the Licensor's part to dedicate the Path as highway

2.5 The Licensor shall maintain the Path at its own expense to a standard fit for the Authorised Purpose for the duration of this Licence

- 2.6 The Licensor shall take such steps as are necessary to keep the Path free from any obstruction and open to use by the public for the Authorised Purpose.
- 2.7 The Licensor shall maintain public liability insurance for the duration of this Licence in the sum of at least £10 million in respect of any one claim and shall take reasonable steps to ensure that any person or persons carrying out the Works on its behalf is similarly insured

3. Relocation of the Path

- 3.1 The Path may be relocated along an alternative route across the Land either temporarily or permanently by the Licensor and at the Licensor's expense in accordance with paragraph 2.3 of Schedule 9 of the Section 106 Agreement and provided the Licensor gives the Licensee notice of such relocation to the Licensee and obtains approval for the relocation at the Licensor's expense (such approval not to be unreasonably withheld or delayed)

4. Termination

- 4.1 This Licence may be terminated by the Licensee serving not less than 6 month's written notice upon the Licensor PROVIDED THAT no such notice of termination within the period of 999 years commencing from the date hereof
- 4.2 The notice of termination shall be deemed to be sufficiently served if sent by recorded delivery or delivered personally to the parties' respective legal departments which at the date of this Licence are as follows:

In respect of the Licensor

In respect of the Licensee

Legal and Member Services
Strategy and Partnerships
Hertfordshire County Council
County Hall
Hertford
Hertfordshire
SG13 8DE

Reference:

Reference:

- 4.3 In the event of this Licence being determined the Licensor shall remove the path and make good any damage caused at their own expense unless otherwise agreed

Please read the following information relating to the personal details that we will hold about you. As part of the General Data Protection Regulations (GDPR) we want to make you aware of how we use your information.

The information you give to us will be held by the Countryside & Rights of Way Service of Hertfordshire County Council and will only be used in relation to the land you own / manage and the permissive paths that cross it.

This Permissive Path Licence will be kept on the Countryside and Rights of Way Service's electronic files, unless you notify us that the permanent closure of the permissive path is planned, and you no longer wish us to hold this document.

What are your rights?

Hertfordshire County Council will be the Data Controller for this information. You have the following rights in relation to this data:

- You have the right to be informed about what information we hold about you and how we use it.
- You have the right to request copies of any information the Council holds about you by making a subject access request.
- If information we hold about you is factually inaccurate you have the right to have it corrected.
- You have the right to object to the way we are using your data.
- You have the right to request that your data is deleted. However, we may be unable to delete your data if there is a need for us to keep it. In this case you will receive an explanation of why we need to keep the data.
- You can also request that we stop using your data while we consider a request to have it corrected or deleted. There may be some circumstances in which we are unable to do this however we will provide an explanation if this is the case.
- In certain circumstances you may also request data we hold about you in a format that allows it to be transferred to another organisation.
- In the event that decisions are taken using automated processes you have the right to request that these decisions are reviewed by a member of staff and to challenge these decisions.

If you would like to request copies of your data, request that your data is deleted or have any other queries in relation to data which the Council holds about you please contact:

Data Protection Team
Hertfordshire County Council
County Hall
Pegs Lane
Hertford
SG13 8DQ

Tel: 01992 588099

Email: data.protection@hertfordshire.co.uk

You can also contact the Data Protection Officer at dataprotection.officer@hertfordshire.gov.uk or in writing to the address above.

If you are unhappy with the way that Hertfordshire County Council has used your data or with the way we have responded to a request you also have the right to contact the Information Commissioner's Office www.ico.org.uk.

IN WITNESS whereof the hand of the parties hereto executed this Licence the day and year first before written

SIGNED by **LIH Property 2 (UK) Limited**)
on behalf of)

SIGNED by)
Chief Legal Officer/Assistant Chief)
Legal Officer on behalf of)
HERTFORDSHIRE COUNTY COUNCIL)

SCHEDULE 1

Plan of the Land

SCHEDULE 2

Plan of the Permissive Path
Reference:

SCHEDULE 3

Planning Permission

SCHEDULE 4

The Works:

1. Provision of a grassed footpath (width at least 1.5 metres).
2. [E
- 3
4. Any other ancillary associated works

SCHEDULE 5

Drawing/s
Reference/s:

Appendix 12

Indicative Mix

SCHEDULE OF ACCOMMODATION



Northaw Road East, Cuffley

21st January 2022

To be read in conjunction with Drawing 2271-C-1005-C

	Unit	Type	No. Beds	Storey Height	Size		No. Units		TOTAL SIZE
PRIVATE									
Block C	1BF	Flat	1	2.5	538	x	3	=	1614
	2BF	Flat	2		750	x	<u>3</u>	=	<u>2250</u>
Total Flats							6		3864
	2B2	House - semi	2	2	850	x	14	=	11900
	3B1	House - semi	3	2	950	x	30	=	28500
	3B2	House - det.	3	2	950	x	1	=	950
	3B3	House - det.	3	2.5	1050	x	10	=	10500
	4B1	House - det.	4	2.5	1500	x	2	=	3000
	4B2	House - det.	4	2	1500	x	4	=	6000
	4B3	House - det.	4	2	1500	x	8	=	12000
	4B4	House - det.	4	2	1500	x	2	=	3000
	4B5	House - det.	4	2	1500	x	<u>2</u>	=	<u>3000</u>
Total Houses							73	=	78850
TOTAL PRIVATE:							79		82714 sq.ft
AFFORDABLE									
Block A	2BAF	Flat	2		750	x	8	=	6000
Block B	1BAF	Flat	1	2.5	538	x	3	=	1614
	2BAF	Flat	2		750	x	<u>3</u>	=	<u>2250</u>
Total Flats							14	=	9864
	2BA1	House - ter.	2	2	850	x	4	=	3400
	2BA2	Bungalow	2	1	750	x	3	=	2250
	2BS2	House - semi	2	2	750	x	8	=	6000
	2BS1	House - ter.	2	2	850	x	8	=	6800
	2BA3	House - semi	2	2	850	x	1	=	850
	3BA	House - semi	3	2	950	x	3	=	2850
	4BA	House - det.	4	2.5	1500	x	<u>1</u>	=	<u>1500</u>
Total Houses							28		23650
TOTAL AFFORDABLE:							42		33514 sq.ft
TOTAL SITE:							121		116228 sq.ft

Appendix 13
s278 Agreement

HERTFORDSHIRE COUNTY COUNCIL
DRAFT SECTION 278 AGREEMENT

THIS AGREEMENT is made

2022

BETWEEN:

1. HERTFORDSHIRE COUNTY COUNCIL of County Hall Pegs Lane Hertford Hertfordshire SG13 8DE ("the County Council")
2. LIH Property 2 (UK) Limited..... (Co. Regn. No. 11087334)) whose registered office is situated at 15th Floor, 140 London Wall, London EC2Y 5DN ("the Developer")
- [3. (Co. Regn. No.) whose registered office is situated at ("the Owner") if **Developer not owner**]

[4. ("the Mortgagee")] [if **dedication and/or visibility splay/or easement**]

[5. Lessee and/ or Option Holder -

WHEREAS

- (A) The County Council is the Highway Authority for Hertfordshire
- (B) The [Developer/Owner] is the registered proprietor with title absolute of the Land for the benefit of which Land the highway works hereinafter referred to are to be carried out
- (C) [The Owner has appointed the Developer to develop the Land]
- (D). [The Mortgagee has the benefit of the Charge] [

- (E) The Developer is desirous of entering into this Agreement for the purposes of securing the carrying out of the Works and the Developer has agreed that it will pay the cost of construction and maintenance of the Works
- (F) [The Developer/the Owner now wishes to dedicate as public highway the Blue Land upon which the Works are to be constructed which does not currently form part of the Highway and] the County Council agrees to [accept such dedication and] adopt [the Blue Land and] the Works as highway maintainable at public expense on the terms and conditions hereinafter contained
- (G) The County Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Developer which Works the County Council is authorised to execute pursuant to the Highways Act 1980 [which are subject to conditions [xxx] of the Planning Permission]

NOW THIS AGREEMENT WITNESSETH as follows:

OPERATIVE PART

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

“the Act” means the Highways Act 1980;

["Blue Land"] means that part of the Land edged blue on the Contract Drawing numbered XXXXX attached at Schedule 3];

["Bond"] means a bond (in the approved form attached at Schedule [4]) in the sum of **[amount in words]** (£xxxxx) being the total contract price of the Works plus 10% thereof together with the cost of any Statutory Undertakers' works from a surety approved by the County Council;

["Cash Deposit"] means a cash deposit in the sum of **[amount in words]** (£xxxxx) being the total contract price of the Works plus 10% thereof together with the cost of any Statutory Undertakers' works;

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

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

"Certificate of Maintenance" means the certificate issued by the Director under Clause [4.1.4] certifying that the Works have become highway maintainable at public expense and the **[Developer's]** obligations to maintain the Works have ceased;

["Charge"] means a charge made between the Developer/Owner (1) and XXX Bank PLC (2) dated XX XX 201[] referred to at entry numbers X and x of title number HDXXXXXX]

"Chief Legal Officer" the County Council's Chief Legal Officer for the time being and his officers and agents;

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

“Contract Drawings” means the detailed drawing[s] [submitted by the Developer to the County Council for technical approval **OR** [technically approved by the County Council and attached [and listed] at Schedule [3]] and **“Contract Drawing”** shall be construed accordingly;

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

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

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

“Highway” means the area of land shown edged green on the Contract Drawing numbered XXXX attached at Schedule 3 which is highway maintainable at public expense;

"HSE" means the Health and Safety Executive;

“Insolvency Event” means any one of the following:

- (a) if the Developer is an individual or a firm: - an online application to an adjudicator for a bankruptcy order or the presentation of a petition for the Developer's bankruptcy; or the making of a criminal bankruptcy order against the Developer or any partner in the firm; or the Developer or any partner in the firm making a composition or arrangement for the benefit of creditors; or the making of a

conveyance or assignment for the benefit of creditors; or the appointment of an administrator to manage the Developer's or firm's affairs;

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

"Land" means land known as [] and registered at the Land Registry under Title Number [] for the purposes of identification only shown edged red on [the Plan attached hereto/ on the Contract Drawing numbered XXXXXX attached at Schedule 3];

["LCA Bond"] a bond provided by an LCA Surety securing the Developer's obligations under clauses [3.1.5] and [3.1.7] of this Agreement which bond shall be in the sum of **[amount in words]** (£xxxxxx) and in the approved form attached at **[Schedule 5]**

["LCA Surety"] a bank or other financial institution approved by the County Council to stand surety in respect of the LCA Bond]

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

["Orange Hatched Land"] means that part of the Land shown edged and hatched orange on the Contract Drawing numbered XXXX attached at Schedule 3]

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

["Pink Land"] means that part of the Land shown edged and/or hatched pink on the Contract Drawing numbered XXXXX attached at Schedule 3];

["Plan"] means the plan titled attached to this Deed;]

["Planning Permission"] means planning permission reference [] dated [] granted by [] borough/district council];

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

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

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

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

"Specification" means Volumes 1 and 2 and 3 of the Manual of Contract Documents for Highway Works published by Her Majesty's Stationery Office in 1998 as modified and extended by the supplements and revisions published by Her Majesty's Stationery Office and as further modified and extended by "Roads in Hertfordshire – Highways Design Guide February 2011" published by the County Council all as in force at the date of commencement of the Works;

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

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

"Works" means the highway works described in Schedule 1.

1.2 In this Agreement :-

1.2.1 the clause headings do not affect its interpretation;

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

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

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

a sub clause is a reference to a sub clause of the clause in which the reference appears;

1.2.5 references to the Land include any part of it;

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

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

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

EFFECT OF THIS AGREEMENT

2.1 This Agreement is made pursuant to Section[s 38 and] 278 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other powers enabling the County Council thereunto

2.2 [This Agreement is also made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) in that Clause [3.1.3] is a planning obligation enforceable by the County Council in its capacity as a local planning authority]

2.3 [The [Developer [if also the owner]/ the Owner] undertakes the covenants restrictions and obligations contained within this Agreement for itself and its successors in title with the County Council to the intent that the covenants restrictions and obligations contained herein in respect of the [Blue Land] [the Orange Hatched Land] [and the Pink

Land] shall be enforceable not only against the [Developer/ the Owner] but also against the successors in title of [the Developer/Owner] to the Blue Land and any person claiming through or under [the Developer/the Owner] an interest or estate in the Blue Land or any part thereof]

DEVELOPER'S COVENANTS

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

3.1.1 The Works

- (i) To carry out and complete at its own expense and at no cost to the County Council the Works as contractor for the County Council in a good and workman like manner and with proper materials and in accordance in all respects with the terms and conditions of this Agreement and
- (ii) to commence the Works within [12] calendar months of the date hereof and once commenced to complete the Works in accordance with Schedule 2 Paragraph [9]

3.1.2 Payments

To pay to the County Council:

- (i) prior to issue of the Certificate of Completion and in respect of the future maintenance of:-
 - (a) structural works; and
 - (b) traffic signal installations

the sum of [£] or 20% of the cost of those works

a commuted sum calculated in accordance with the formula
in contained in Schedule 5] or [prior to the issue of
the Certificate of Completion and in respect of the
future maintenance of surface water drainage the sum
of £.....]

- (ii) on the date hereof the whole of the proper costs incurred
by the Chief Legal Officer in the preparation of this
Agreement
- (iii) on written demand the proper costs incurred by the County
Council of:-
 - (a) approving the Contract Drawings
 - (b) inspecting the Works
 - (c) the costs associated with the carrying out of any Road
Safety Audits (including costs of alterations (if any) to
the Works arising out of any Road Safety Audits, as
well as the County Council's costs associated with
approving and inspecting any alterations (if any) to
the Works following any Road Safety Audits)
- (iv) on written demand the full and proper costs of processing
advertising and implementing any road traffic regulation
orders required as part of or to facilitate the Works
- [(v) on demand the full cost to the County Council of
registration at the Land Registry of the easement(s)
referred to at [] against the freehold of title

to [] in default of the provisions of
Clause [6.2]

[3.1.3 Dedication

That it hereby dedicates the Blue Land as public highway such dedication to take effect from issue of the Certificate of Completion PROVIDED THAT on default by the Developer and/or the Owner any of the terms of this Agreement the County Council shall have the right to enter the Blue Land and may at its discretion complete the Works and in this case dedication shall be effective from the date of such entry whether or not the County Council completes the Works and the Developer shall not develop or use the Blue Land as anything other than public highway

[3.1.4 Easement

That it hereby grants to the County Council with effect from issue of the Certificate of Completion the right in fee simple to enter upon the Orange Hatched Land at all times with or without vehicles materials plant machinery and contractors for the purpose of inspection maintenance repair or renewal of any equipment associated with the [traffic signals] forming part of the Works referred to in Schedule 1 [Paragraph ()] subject to the County Council doing as little damage as reasonably possible to the Orange Hatched Land and making good as soon as reasonably practicable any such damage caused PROVIDED THAT should it be necessary for the County Council to execute or complete the Works in accordance with Clause [5.1.2] the right granted to the County Council pursuant to this Clause [3.1.4] together with the right to install any part of the Works referred to in Schedule 1 Paragraph () shall take effect from

the date the County Council commences completion of the Works

[3.1.4 Visibility Splays

3.1.4.1 that it will maintain the Pink Land as a visibility splay and keep such visibility splay free of obstruction to the reasonable satisfaction of the Director

3.1.4.2 that it will not plant or permit any planting within the Pink Land other than those plantings agreed to in writing by the Director to ensure that such planting does not exceed 600 millimetres in height and that all such planting shall be properly cut pruned and trimmed at all times and shall not be allowed to obstruct or interfere in any way with or become a source of danger to passage along the carriageway of footway and in the event that the Developer fails to comply with this obligation the County Council shall be entitled to carry out such pruning and/or trimming and recover the cost thereof from the Developer

3.1.4.3 in the event that it fails to maintain the Pink Land as a visibility splay in accordance with Clauses [3.1.4.1] and [3.1.4.2] of this Agreement to indemnify and keep indemnified the County Council against all claims whatsoever arising out of the obstruction of visibility attributable to the planting or presence within the Pink Land of trees plants shrubs or structures on adjoining land which overhang or extend into the Pink Land

3.1.5 Indemnity

That it hereby indemnifies the County Council in respect of all actions claims demands expenses and proceedings arising out of or in connection with or incidental to the carrying out of the Works and any works required by any Statutory Undertaker other than those arising under Parts I and II of the Land Compensation Act 1973 in respect of which the provisions of Clause [3.1.7] below shall apply

3.1.6 Public Liability Insurance

That it shall without prejudice to its liability under Clauses [3.1.5] and [3.1.7] hereof indemnify the County Council and be insured against public liability risks for a sum of at least £10,000,000 in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and the Developer or any person authorised by it to carry out the Works shall on request by the County Council produce for inspection the relevant policies of insurance together with receipts for the premiums paid

3.1.7 Land Compensation Act Claims

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

3.1.8 [Bond/Cash Deposit]

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

[OR 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]

Such that if in the opinion of the Director:

- (a) the Developer fails to carry out and/or complete the Works within the period specified in Schedule 2 Paragraph 9; or
- (b) the Developer having received written notice from the County Council fails to remedy any defects and/or carry out any remedial works specified in such notice to the satisfaction of the County Council within the period of time specified in such notice (or such longer period as the County Council may agree in writing in its absolute sole discretion); or
- (c) an Insolvency Event or any event or proceedings having an analogous effect as an Insolvency Event occurs in respect of the Developer

then the County Council may itself carry out and/or complete the Works and may [call in the Bond/ deduct from the Cash Deposit] in order to recover all costs fees and expenses incurred by the County Council in so doing (including without prejudice to the generality of the foregoing the cost fees and expenses of preparing an alternative contract for the Works and of

supervising the execution of such alternative contract) and all other sums due from the Developer under the terms of this Agreement

COUNTY COUNCIL'S COVENANTS

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

- 4.1.1 That it hereby authorises the Developer's contractor approved by the Director in accordance with Schedule 2 Paragraph [7.2] to carry out the Works within the Highway subject to and strictly in accordance with the terms conditions and stipulations in Schedule 2
- 4.1.2 Provided that the Developer has complied with the terms and conditions set out in Schedule 2 it will issue the Permit to Work
- 4.1.3 That upon completion of the Works to the satisfaction of the Director the County Council will issue the Certificate of Completion PROVIDED THAT THE Director shall be at liberty to delay the issue of the Certificate of Completion if in his opinion the Works are likely to be used by heavy vehicles driven by or on behalf of the Developer or his or its servants and agents or contractors in connection with road or other works carried out on the Land or on adjoining land and as from the date of such certificate that part of the Works as are at the date of this Agreement within the public highway **[and the Blue Land]** shall become maintainable at public expense
- 4.1.4 Subject to Clause [4.1.5] and provided always that the Works have been fully maintained to the satisfaction of the Director in accordance with Paragraph 11 of Schedule 2 and that any

defects appearing during the Maintenance Period have been made good the Director shall thereupon issue the Certificate of Maintenance SAVE THAT if in the opinion of the Director the Developer fails to complete any outstanding items or make good any defects to the satisfaction of the Director the County Council after giving not less than 10 working days' notice in writing of its intention to the Developer may execute and complete the maintenance work and recover its costs from the Developer and/or [under] the [Bond/Cash Deposit]

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

4.1.6 [The County Council shall

(a) upon issue of the Certificate of Completion reduce the Cash Deposit by up to seventy five per cent (75%) and shall pay to the Developer a sum equivalent to such reduction (plus interest (if any) in accordance with sub-clause (c)) provided that the amount of any reduction of the Cash Deposit shall be at the sole discretion of the County Council

(b) upon issue of the Certificate of Maintenance refund the remainder of the Cash Deposit (if any) (plus interest (if any) in accordance with sub-clause (c))

(c) pay interest accrued on the sum to be paid to the Developer under sub-clause (a) or (b) which shall be the Sterling Overnight Interbank Average rate (SONIA) from

time to time upon such sum from the date of receipt to the date of release]

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

MISCELLANEOUS

- 5.1 It is further agreed between the parties that:

- 5.1.1 If the Works are subject to the CDM Regulations then

- (i) the Developer elects itself to be treated as the only Client and shall subject to Clause [5.1.1(ii)] hereof undertake all duties that would have been otherwise placed on the County Council pursuant to the CDM Regulations; and
- (ii) the County Council hereby consents to such election and shall not be subject to any duty owed by a Client save for the duties in Regulations 8(4) and 8(6) insofar as those duties relate to information in the County Council's possession

- 5.1.2 Without prejudice to the terms hereof if the Developer fails to execute or complete the Works in accordance with its obligations hereunder the County Council shall after not less than fourteen days' notice in writing to the Developer be entitled to complete

the Works or reinstate the highway or complete such alternative works as the Director considers appropriate in default with its own employees or by contract or otherwise and to recover the cost as certified by the Director

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

In respect of the Developer:

[NAME]
[POSITION]
ADDRESS

In respect of the County

Council:

The Chief Legal Officer,
Hertfordshire County
Council,
County Hall,
Pegs Lane,
Hertford,
Herts
SG13 8DE
(ref: XXXX)

In respect of the Owner

In respect of the Mortgagee

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

5.4 No waiver whether express or implied by the County Council of any breach or default by the Developer in performing or observing any of the covenants contained herein shall constitute a continuing waiver and no

such waiver shall prevent the County Council from enforcing the relevant obligations or from acting upon any subsequent breach or default

- 5.5 Where the approval, consent, expression of satisfaction, agreement, confirmation or certification of the County Council or any officer of the County Council is required for any purpose under or in connection with the terms of this Agreement such approval, consent, expression of satisfaction, agreement, confirmation, or certification shall not be unreasonably withheld or delayed

[REGISTRATION OF AGREEMENT]

- 6.1 The parties to this Agreement hereby agree that this Agreement shall be registered as a local land charge on account of the planning obligation contained in Clause [3.1.3]
- 6.2 The Developer shall register the easement contained in clause XXXX at the Land Registry against its registered title number XXXXX within fourteen (14) days of the date of this Agreement PROVIDED THAT if the Developer fails to register the said easement in accordance with the provisions of this Agreement the County Council shall be entitled to apply to the Land Registry for registration of the said easement and recover all its costs from the Developer and/or the Bond/Cash deposit and the Owner hereby expressly consents to such registration

[MORTGAGEE'S CONSENT]

7. The Mortgagee hereby consents to [the Developer/Owner] entering into this Agreement and agrees that the security of the Charge over the Land shall take effect subject to the provisions of [.....] of this Agreement]

[OWNER'S AGREEMENT]

8. The Owner hereby agrees that the Works are for the benefit of the Land]

LAW AND JURISDICTION

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

THIRD PARTIES

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

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

SCHEDULE 1

1. The Works are shown in principle on the Contract Drawing numbered. 141386/A/61 rev B attached comprising:-
 - Widening of existing footway on Northaw Road East to provide a shared pedestrian and cycle route that is 3.2m wide along the majority of the route between the proposed site access junction and Kingsway/Theobalds Road
 - The provision of a new Toucan crossing to the northeast of the proposed site access junction along Northaw Road East
 - The provision of a new Parallel crossing of Kingsway
 - The provision of a parallel crossing at the existing zebra crossing along Northaw Road East
 - The provision of transitions for cyclists to move between the new shared route and the carriageway at the site access and Theobald's Road.
 - Reinstatement of any damage to the public highway as a result of construction works or construction vehicle movements associated with or related to the development

TOGETHER WITH such ancillary works as may be required by the Director which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways verges street furniture drainage and any necessary alterations to Statutory Undertakers' equipment PROVIDED THAT if the Department for Transport Technical Design Standards or Advice is amended after the date of this Agreement the Director shall be at liberty to review the Works and require any amendments he deems necessary to ensure that the Works comply with the revised standards and advice SAVE THAT in circumstances where the Contract Drawings have been approved in writing by the Director and the Works are commenced within

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*1 Upgrade of the two existing bus stops closest to the site, to include raised Kassel kerbing and Real Time Information displays at both bus stops and a shelter at the northbound stop. 21
220338/9/22911583.1 S. Saunders.

*The first draft Section 106/278 Agreement registered herein pursuant to the provisions of Statutory Instrument 2002 No. 828 The Town and Country Planning (General Development Procedure) (Amendment) (England) Order 2002 is for information only and remains as such until the registration of the completed Agreement. For further details as to the present position and/or extent of this Agreement please contact Legal Services, County Hall, Hertford on 01992 55*****

three months of the date of the written approval then the Director shall not seek any amendments to the Works

SCHEDULE 2

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

- 1 The Works shall not be commenced until:
 - 1.1 detailed Contract Drawings a Designer's Safety Plan the Programme and traffic management measures have been prepared by the Developer and approved by the Director in writing [and where the Works include highway structures or any means of highway support is affected express approval from the County Council's Technical Approval Authority is required]
 - 1.2 any necessary licences have been obtained and notices given pursuant to the New Roads and Street Works Act 1991
 - 1.3 if the Works are subject to the CDM Regulations the Developer as the only Client has provided to the Director:-
 - 1.3.1 written details of the persons who fulfil the various functions and responsibilities specified in the CDM Regulations including the Principal Designer and the Principal Contractor
 - 1.3.2 a copy of the notice to the HSE pursuant to Regulation 6 of the CDM Regulations
 - 1.4 the [Bond/Cash Deposit] has been provided in accordance with Clause [3.1.8]

- 1.5 A noise survey and assessment in respect of the Works has been undertaken by a noise expert approved by the Director in such a manner and at such times and locations approved by the Director and a copy of the survey and assessment has been submitted to the Director and all and any requirements arising therefrom have been undertaken by the Developer at its own expense
 - 1.6 the original insurance policy and receipts referred to in Clause [3.1.6] have been produced
- 2 Detailed contract drawings for any highway structures shall be prepared by the Developer and submitted for written approval to the Director's Asset Management team in accordance with Department of Transport Document CG 300 and the structural design and checking procedure shall be carried out by a chartered engineer familiar with Department of Transport Codes of Practice who shall state on Form TA1 the documents to be agreed as applicable
- 3 Without prejudice to the Programme the Developer shall notify the Director in writing at least twenty eight (28) days prior to the commencement of any work connected with Statutory Undertakers equipment and shall further notify the Director in writing at least twenty eight (28) days prior to the commencement of the Works of its intention to proceed with the Works and if there are any highway structures shall further notify the Asset Management team of the Director in writing at least twenty four (24) hours prior to the commencement of each and every stage of excavation and concrete operations associated with highway structures
- 4 Before commencing any part of the Works the Developer shall give notice to each Statutory Undertaker for the time being of any service(s) which may be affected by the Works of the proposal to carry out the Works and shall place orders and pay any costs to public utility

undertakers for all works to their mains or services necessitated by the Works and shall relocate all street furniture affected to the satisfaction of the Director

- 5 The Works shall be signed and protected to at least the standards of Safety at Streetworks and Roadworks: A Code of Practice (ISBN 978-0-11-553145-3) and the proposed arrangements shall be approved in writing by the Director and the Police before the Works commence

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

- 7 The Works shall be carried out:

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

- 7.2 by a roadworks contractor approved by the Director; and

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

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

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

- 8.2 During the progress of the Works the Director shall have free access to every part of the Works to inspect the same as they proceed and all materials used or intended to be used therein and the Developer shall give effect to any reasonable requirements made or reasonable direction given by the Director to conform to the Contract Drawings the Specification and the Programme
- 8.3 The Developer shall not cover up any works without the approval of the Director and shall afford full opportunity for him to examine and measure any work which is about to be covered up and to examine foundations before permanent work is placed thereon and shall give at least three (3) working days' notice to the Director whenever any such work or foundations is or are ready for examination
- 8.4 The Director shall have power in his reasonable discretion to test or require the testing of materials plant and workmanship used or proposed to be used in the Works and to reject any materials plant or workmanship so tested which he may reasonably find to be not in accordance with the Contract Drawings and the Specification
- 8.5 The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found not in accordance with the Contract Drawings and the Specification with such as are in accordance
- 8.6 Within three (3) calendar months of the issue of the Certificate of Completion an onsite Road Safety Audit shall be carried out by the Director in the presence of the Engineer and arising therefrom the Director shall be at liberty to require such alterations to the Works as maybe required to ensure the safety of users of the highway
- 9 The Works shall be completed to the satisfaction of the Director within [] calendar weeks/months of their commencement [and in any event shall

be completed prior to any [occupation] of the development permitted by the Planning Permission]

- 10 The Developer shall not at any time give consent to the erection by any telecommunications operator of telegraph poles or telephone poles or to the erection by any Statutory Undertaker or public or private company firm or individual of any overground or underground equipment without the consent in writing of the Director
- 11 The Developer shall fully maintain the Works for the Maintenance Period and shall make good any defects or damage which may arise or be discovered during such period
- 12 The Developer shall provide the Director with the following three (3) calendar months before the expiry of the Maintenance Period :-

in respect of any highway structures:

- (i) 12 copies of paper “as built” drawings in a scale approved by the Director and electronic copies of the same in a format approved by the Director
- (ii) records of the earthworks showing sources of material used in areas of fill, description of fill materials, descriptions of sub-grades in cut areas, copies of results of tests of material carried out as part of the supervision of the construction of the earthworks
- (iii) records of the sources of supply of all deliveries of road construction materials with details of the location of the Works at which each load is placed

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

in respect of any highway structures:

- (vi) suitable scale “as built” drawings in paper and electronic format, soil reports, records of materials tested, safety files, maintenance manual, revised forms TA1 and design certificates

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SCHEDULE 3

List of technically approved drawing[s]

SCHEDULE 4

BOND

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

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

WHEREAS

- (1) By an Agreement dated [20**] (“the Agreement”) and made between the County Council (1) and ***** (hereinafter called “the Owner”) (2) and ***** (3) (hereinafter called “the Developer”) the Developer covenanted to undertake certain highway works as defined in the Agreement (“the Works”)
- (2) By the provisions of the Agreement the Developer contracted to provide a bond to secure its obligations under the terms of the Agreement and the Developer now intends to discharge such obligation

NOW THIS DEED WITNESSETH

1. The Surety is hereby bound to the County Council in the sum of
pounds (£) (“the Bond Figure”)
2. The Surety shall upon the occurrence of any of the following events (each hereinafter referred to as an “Event”):
 - 2.1 breach or non-performance or non-observance of any of the terms or covenants on the part of the Developer contained in the Agreement
 - 2.2 occurrence of any of the following where the Developer is an individual:
 - 2.2.1 bankruptcy
 - 2.2.2 an online application to an adjudicator for a bankruptcy order or presentation of a bankruptcy petition
 - 2.2.3 entry into a voluntary arrangement with creditors
 - 2.2.4 presentation of a proposal to a nominee with regard to a voluntary arrangement
 - 2.2.5 an application for an interim order pursuant to section 253(1) or section 253(3) Insolvency Act 1986
 - 2.2.6 appointment of an administrator
 - 2.3 where the Developer is a firm:
 - 2.3.1 occurrence of any of the Events specified in sub-clauses 2.2.1 to 2.2.6 inclusive with regard to any member of the firm
 - 2.3.2 a determination or order to wind up
 - 2.4 where the Developer is a company:
 - 2.4.1 liquidation whether compulsory or voluntary
 - 2.4.2 entry into administrative receivership

- 2.4.3 entry into a company voluntary arrangement for the benefit of its creditors
 - 2.4.4 presentation of a proposal to a nominee in connection with a voluntary arrangement
 - 2.4.5 making of an application for, or any meeting of its members resolving to make an application for an administration order in relation to the Developer
 - 2.4.6 the giving or filing of notice by any party of intention to appoint an administrator
 - 2.4.7 passing of a resolution for winding up or dissolution
 - 2.4.8 the appointment of an administrator
 - 2.4.9 the appointment of an administrative receiver, receiver or manager or supervisor by a creditor or by the court, or the taking of possession of its property under the terms of a fixed or floating charge
 - 2.4.10 the making by the court of a winding up order
- 2.5 occurrence of any events or proceedings which have an analogous effect to any referred to in Clauses 2.2 to 2.4 (inclusive) above

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

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

3.1 the Director certifies to be necessary:

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

- 3.1.2 to remedy any defects occurring or discovered during the Maintenance Period; and
 - 3.1.3 to maintain the said alternative works and/or the Works for a period of twelve months following their completion; and
 - 3.1.4 to cover the costs or any other sums due under the terms of the Agreement; and
- 3.2 such further sums as the Chief Legal Officer may certify to be necessary to fully reimburse the County Council in respect of any costs incurred in the enforcement of the obligations on the part of the Developer under the Agreement and of preparing an alternative contract for the Works and of supervising the execution of this alternative contract
- 4. The County Council shall be entitled to make more than one Demand under this Bond
- 5. If no claims shall have been made by the County Council and no claims or liability have arisen under this bond or the Agreement THEN the Bond Figure shall be reduced by seventy five per cent (75%) upon issue of the Certificate of Completion and the Surety shall be released and discharged upon issue of the Certificate of Maintenance
- 6. The Demand shall be deemed to be sufficiently served on the Surety if signed by the Director or the Chief Legal Officer and delivered to the Surety at its registered office or its place of business
- 7. The Surety shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Agreement or in the extent or nature of the Works and no allowance of time by the County Council

SCHEDULE 5

CALCULATION OF COMMUTED SUM PAYABLE FOR EACH SOAKAWAY

The commuted sum shall be based on the cost of replacement of the whole soakaway in 25 years time plus the cost of maintenance over the same period

To calculate the commuted sum the cost of each soakaway to be provided shall be estimated and agreed with the Director. The equivalent cost in 25 years time will then be calculated by use of the formula $F = P(1 + i)^{25}(1)$

Where:

F is the cost in 25 years time

P is the present day cost (at time of estimate)

i is an index*

* This index shall be obtained from the monthly bulletin of Indices Price Adjustment Formulae for Civil Engineering Works published by HMSO (as collated into a single index by SPON Constructed Civil Engineering Cost Index). The value used shall be for change over previous 12 months (i.e. latest available)

The cumulative 25 year maintenance cost shall be obtained by application of the following formula

$$Mc = 155 (1 + j) \times f \quad (2)$$

Where:

Mc is the 25 year cumulative maintenance cost

155 (1 + j) = annual maintenance cost at year of calculation

j = index derived from the latest SPON cost index to the date of calculation for the intervening period from June 1996

f is a factor based on the value of index i for the latest 12 month period

Values of f are given below and relate to the index i described above

i	1%	2%	3%	4%	5%	6%	7%	8%	9%	10%	>10%
---	----	----	----	----	----	----	----	----	----	-----	------

f	28.5	31.7	37.5	43.3	48.8	56.9	67.7	78.9	92.3	107.1	To be agreed
---	------	------	------	------	------	------	------	------	------	-------	--------------

Note: Annual Maintenance cost is deemed to be £155 per Soakaway at June 1996 prices.

Having obtained the future replacement cost and cumulative 25 year maintenance commitment, the two are added together i.e. Total sum Ts to be commuted is given by

$$Ts = F + Mc \quad (3)$$

The total sum Ts is then converted to the commuted sum to be paid by use of the formula:-

$$Cs = \frac{Ts}{(1+i)^{25}} \quad (4)$$

Where:

Cs = the commuted sum

Ts = the total 25 year sum to be commuted

I = the index described above.

Note: In the above calculations it is assumed that the index i would continue for the next 25 years. As the value of i will change from year to year there will be a balancing effect as the introduction of soakaways and payment of commuted sums continues throughout any 25 year period.

Example of Calculation of Commuted Sums

Date of Calculation, say August 1997

Estimated Cost of Soakaway Construction say £1500

Assume Index "i" = 0.02

Assume Index "j" = 0.025

Then from formula (1)

Future cost to replace soakaway in 25 years

$$= £1500 (1 + 0.02)^{25}$$

$$= £2461$$

and from formula (2) the cumulative maintenance cost over 25 years

$$= £155 (1 + 0.025) \times 31.7$$

$$= £5036$$

Then total sum TS from formula 3

$$= £2461 + £5036$$

$$= £7497$$

and commuted sum required from formula 4

$$= \frac{£7497}{(1 + 0.02)^{25}}$$

$$= £4569$$

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

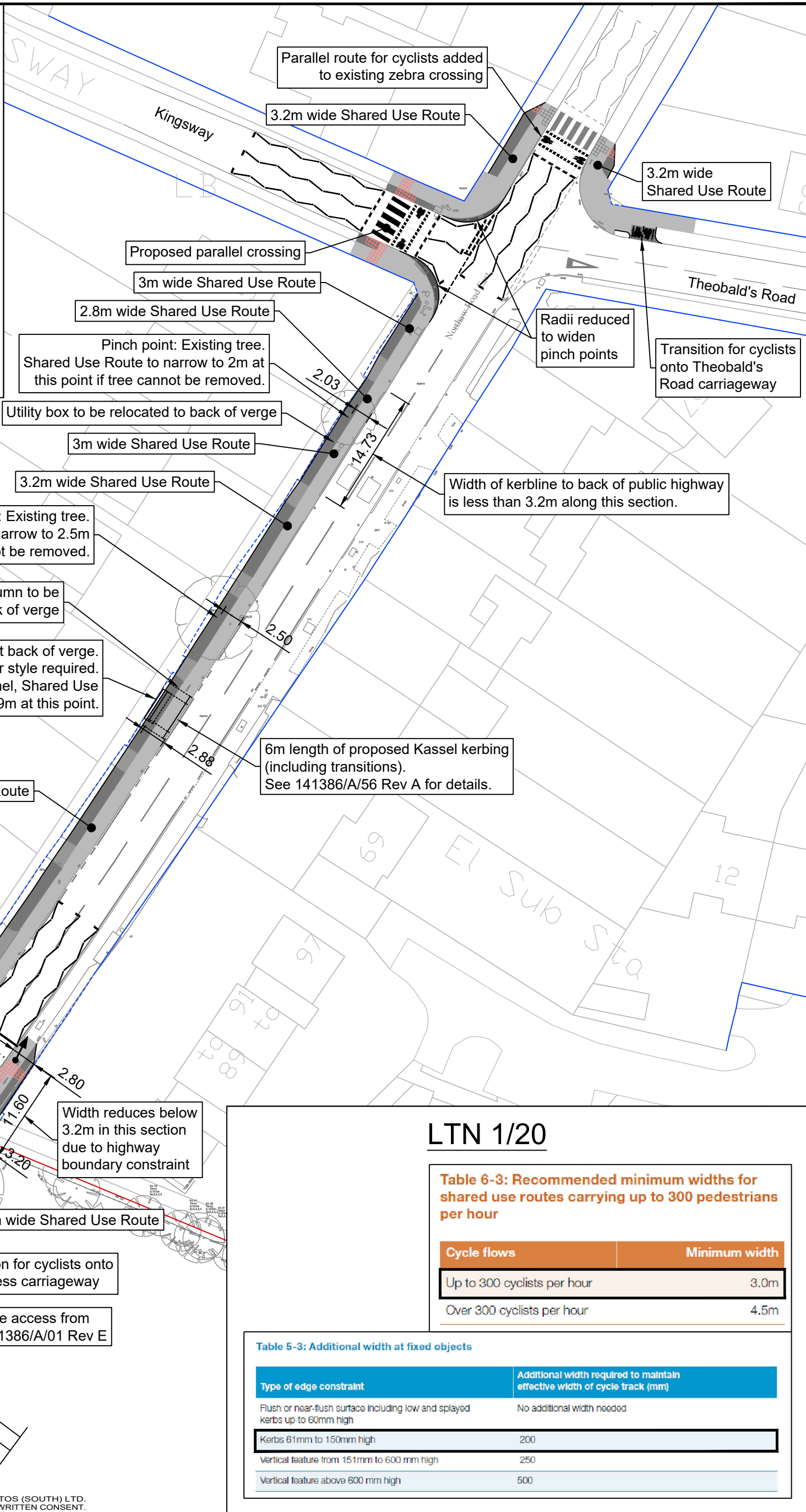
Chief Legal Officer/Assistant Chief Legal Officer

The COMMON SEAL of)
)
was hereunto affixed to this)
Deed in the presence of:-)

The COMMON SEAL of)
)
was hereunto affixed to this)
Deed in the presence of:-)

Shared Use Route Key

- Existing footway to be retained as part of Shared Use Route
- Existing verge to be converted to Shared Use Route
- Existing crossover which may need improving for use as Shared Use Route
- Extent of Public Highway - based on Ordnance Survey mapping.
- Extent of Public Highway - translated onto topographical survey.
- Site Boundary - from Brookbanks Consulting plan: 10316-EW-01 Rev A.



LTN 1/20

Table 6-3: Recommended minimum widths for shared use routes carrying up to 300 pedestrians per hour

Cycle flows	Minimum width
Up to 300 cyclists per hour	3.0m
Over 300 cyclists per hour	4.5m

Table 5-3: Additional width at fixed objects

Type of edge constraint	Additional width required to maintain effective width of cycle track (mm)
Flush or near-flush surface including low and splayed kerbs up to 60mm high	No additional width needed
Kerbs 61mm to 150mm high	200
Vertical feature from 151mm to 600 mm high	250
Vertical feature above 600 mm high	500

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REV	DETAILS	DRAWN	CHECKED	DATE
A	HCC comments	JM	ID	22.02.22
B	0.5m buffer added along site frontage. 90° Cycle transitions to carriageway.	JM	MM	14.03.22

Notes:
1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.

Land to the north east of King George V Playing Fields

Lands Improvement

Proposed Shared Use Route
Northaw Road East

vector. | PART OF SLR

Network Building, 97 Tottenham Court Road, London W1T 4TP
t: 020 7580 7373 e: vectos@vectos.co.uk

DRAWN: JM CHECKED: MM DATE: 25.01.22 SCALES: 1:500 at A3

DRAWING NUMBER: 141386/A/61 REVISION: B

INFORMATION ONLY

Date

2022

HERTFORDSHIRE COUNTY COUNCIL

- and -

.....

- and -

.....

Agreement for Highway Works at

[.....]

pursuant to S.278 Highways Act 1980 [and
S.106 Town & Country Planning Act 1990]

QUENTIN BAKER
Chief Legal Officer
County Hall
Hertford
SG13 8DE

REF:

Appendix 14

Template Reserved Matters Mix Notice

HOUSES		
Number of bedrooms	A) Market & Shared Ownership*	B) Affordable Rent & Social rent*
1		
2		
3		
4+		
Total		

FLATS		
Number of bedrooms	A) Market & Shared Ownership*	B) Affordable Rent & Social rent*
1		
2		
3		
4+		
Total		

*Or any other forms of tenure of units applicable at the time that the Reserved Matters application(s) are submitted and which may be reflected in updated County guidance.

Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Number of Completions at end of year													

Further columns (years) to be added to the build trajectory table if required