

TRANSPORT STATEMENT

Bellway Homes

Land to the north-east of King George V Planning Fields,
Cuffley

June 2024

Transport Statement

Report control

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1 Introduction

- 1.1 SLR have been appointed by Bellway Homes to provide traffic and transport advice in support of a Reserved Matters application for a residential development on land to the north-east of King George V Playing Fields, Cuffley.
- 1.2 The site is located to the south of Cuffley and is currently in agricultural use. It is bound by an existing residential development to the north and north-west; the grounds of Cuffley Primary School also adjoin the site along its northern boundary.
- 1.3 Planning permission is sought for the:
- ‘Approval of reserved matters (appearance, landscaping, layout, and scale) following outline planning permission S6/2015/1342/PP as varied by 6/2023/1352/VAR for residential development of 10 dwellings and associated infrastructure.’*
- 1.4 An outline planning application (ref: S6/2015/1342/PP) for development proposals at the site comprising 121 dwellings was submitted in 2015 with a Transport Assessment and Travel Plan accompanying the application.
- 1.5 SLR, formerly Vectos, subsequently prepared a Transport Statement (TS) to support the Reserved Matters application submitted in August 2022 (planning ref: 6/2022/1774/RM) which was granted approval in March 2023, covering the whole site.
- 1.6 This report is to accompany an additional Reserved Matters application for ten dwellings within the wider application site. The alternations contained within this application in comparison to the previously consented Reserved Matters application are minor, mainly including changes to building types. No changes to the internal carriageways or connectivity arrangements are proposed.
- 1.7 As part of the Outline application, the design of the proposed access was not reserved and has therefore been agreed with the Highway Authority. Moreover, an off-site mitigation package has already been agreed. Therefore, this Reserved Matters application will cover development proposals at the site comprising up to 121 dwellings.
- 1.8 A copy of the Decision Notices for the Outline and previous Reserved Matters application are attached at **Appendix A**.
- 1.9 This TS has been prepared in accordance with national guidance on Transport Assessments and with the knowledge of the history of the site.

This Document

- 1.10 Following this introduction section, the TS is structured as follows:
- **Section 2: Existing Conditions** – A review of transport conditions at the site and surrounding area, review of collision data, existing pedestrian and cycle routes, public transport provision and the highway network;

- **Section 3: Policy Context** – A review of key current and emerging transport and land use planning policy at national and local level;
- **Section 4: Development Proposals** – A description of the Proposed Development and compliance with the outline application;
- **Section 5: Off-Site Mitigation** – A description of the off-site mitigation that has been agreed as part of the outline application;
- **Section 6: Trip Generation Summary** – A summary of the agreed trip generation assessment contained within the outline application; and
- **Section 7: Summary & Conclusions** – A review of the key points described in this report.

2 Existing Conditions

- 2.1 This section of the TS provides a description of the transport conditions at the site and within the surrounding area.

Site Location

- 2.2 The strategic location of the wider site can be seen in **Figure 2.1**. The local context is shown in below in **Figure 2.2**.
- 2.3 The ten dwellings subject to the scope of this TS are located along the northern extent of the wider site boundary, as identified on the architect's site layout plan at **Appendix B**.

Figure 2.1: Strategic Site Location

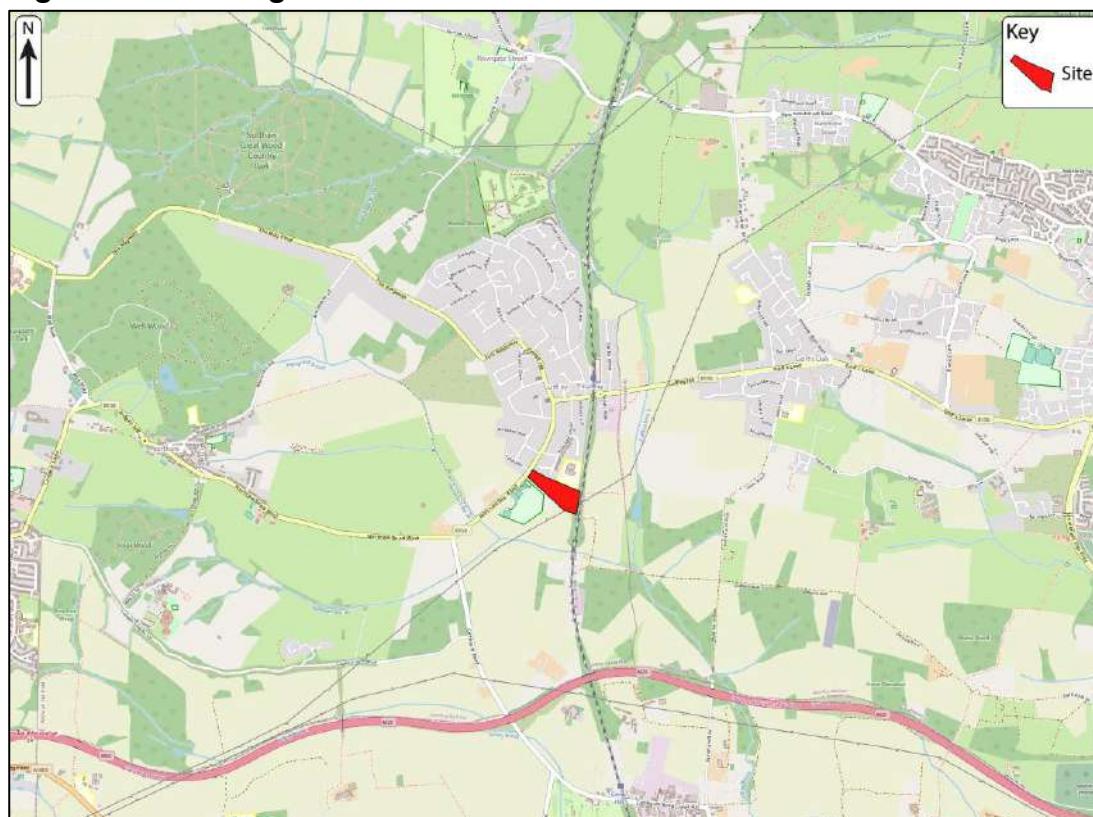
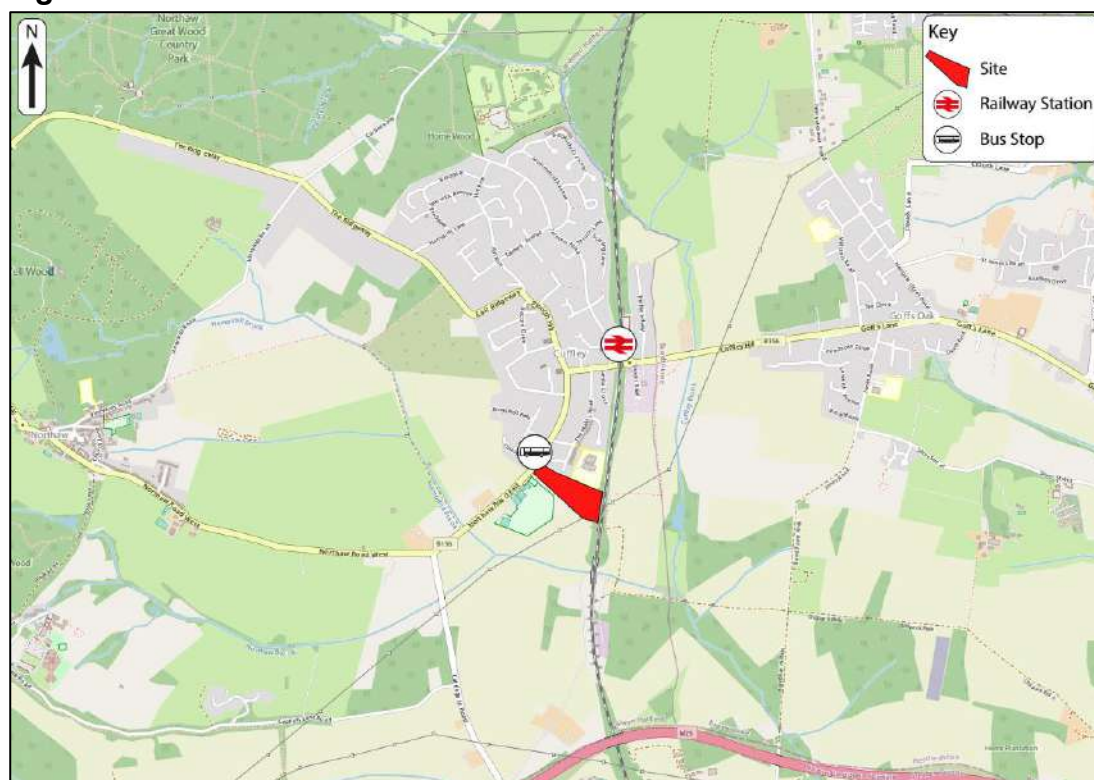


Figure 2.2: Local Site Location



- 2.4 The wider site (4.89ha) is located to the south of Cuffley and is currently in agricultural use. It is bound by existing residential development to the north and north-west; the grounds of Cuffley Primary School also adjoin the site along its northern boundary. The railway line and Northaw Road East (B156) form the eastern and western boundaries respectively. The southern boundary is defined by a mature hedgerow and tree belt lining the Hertfordshire Way footpath. Beyond the footpath to the south-west of the site is King George V Playing Fields, which contains three sports pavilions, a recreation area with hard surfaced Multi Use Games Areas (MUGA), sports pitches and a small area of formal play equipment.
- 2.5 Northaw Road East forms the western boundary of the wider site, beyond which lies a small number of residential properties and buildings associated with agricultural use. Further agricultural land lies to the south whilst tennis courts, sports pavilions and a bowling green are located to the north-east and south-east of the site.

Accessibility by Non-car Modes

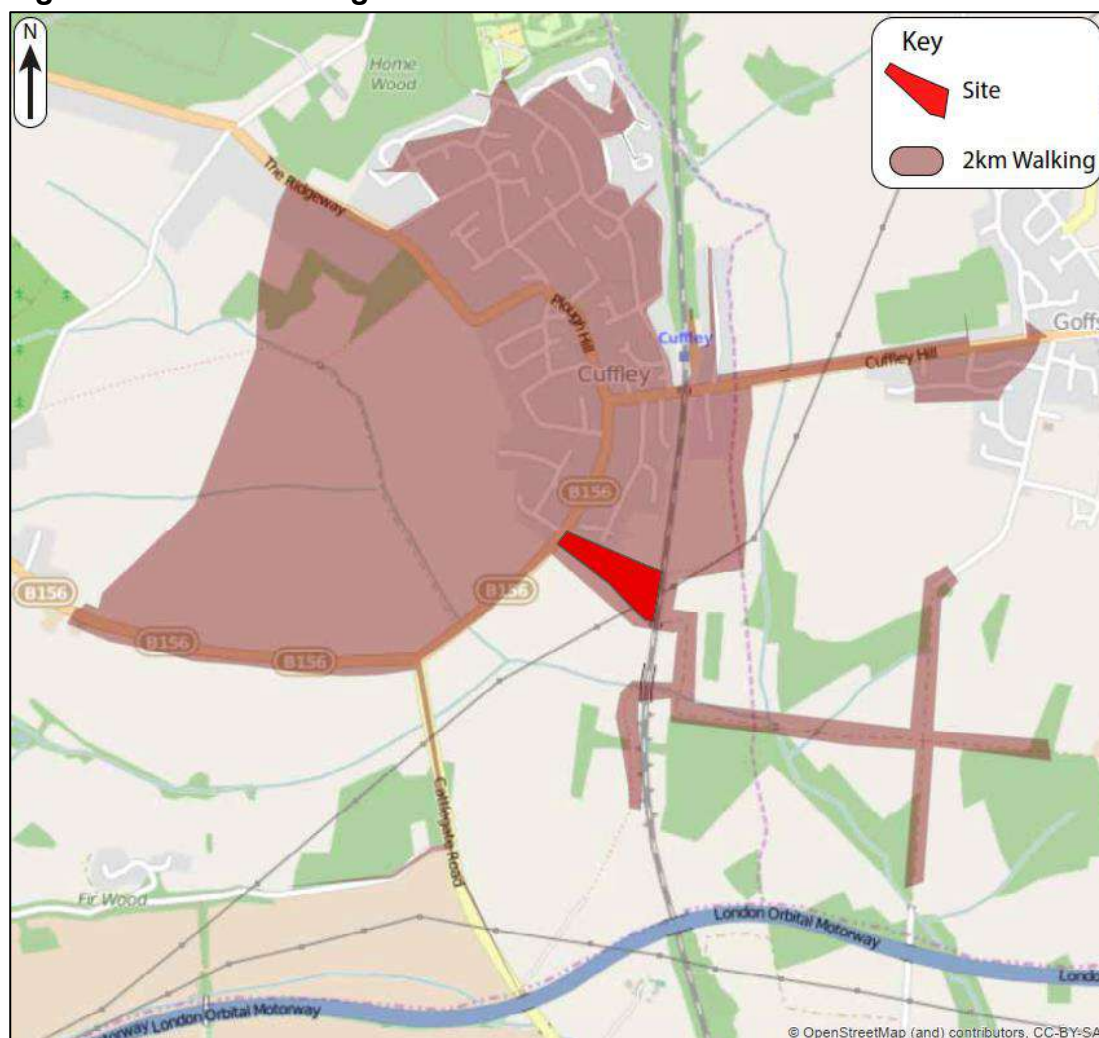
- 2.6 The public right of ways (PRoWs) in the vicinity of the site are shown in **Figure 2.3**.

Figure 2.3: Public Right of Way Plan



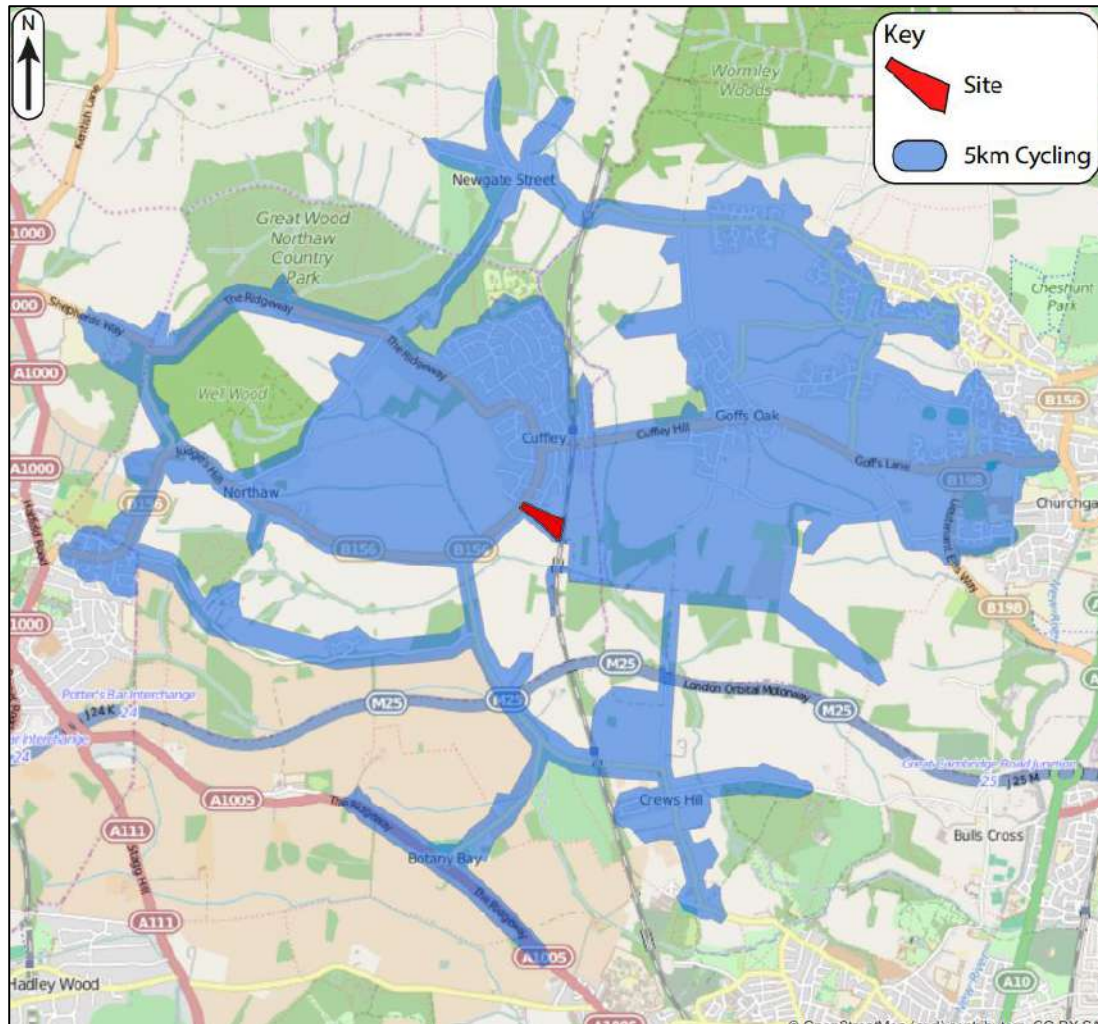
- 2.7 A public footpath (PRoW number 6) can be access along the southern boundary of the wider site. There is a further footpath to the south-west of the site; this is also a recreational footpath that heads further west.
- 2.8 Northaw Road East has a footway running along its northern and southern edge; streetlamps feature along the footway. The footway may be used by pedestrians to access Cuffley village centre.
- 2.9 It is reasonable to expect that typical able-bodied people are capable of walking at least 2km for day-to-day activities. The thrust of sustainable policy is that there will be an increasing propensity for people to use non-single car occupancy modes of which walking is one. People will choose their mode based upon their journey purpose and it is reasonable to conclude that residents will choose to walk for a fair proportion of their journey.
- 2.10 A 2km walk isochrone is included within this report as **Figure 2.4**.

Figure 2.4: 2km Walking Isochrone



- 2.11 This figure demonstrates that a number of services and facilities can be accessed within this distance, including the centre of Cuffley and Cuffley Railway Station.
- 2.12 Central Government research states that cycling has the potential to substitute for short car trips, particularly those under 5km, and to form part of a longer journey by public transport.
- 2.13 Cycling is an attractive form of travel, and it is reasonable to expect that for typical able-bodied people a cycle distance of 5km is readily achievable and attractive. The propensity for people to choose to cycle will depend on journey purpose and individual ethos as well as having a safe place to store their bicycle at the end of their journey.
- 2.14 A 5km cycle isochrone is shown below at **Figure 2.5**.

Figure 2.5: 5km Cycling Isochrone



2.15 As shown above, the whole village of Cuffley is within a 5km cycle of the proposed development.

Public Transport

Bus Provision

2.16 There are bus stops located on Northaw Road East less than 100m from the site access. From these stops, the 242 bus operates to Waltham Cross eastbound, providing access to Cuffley and Waltham Cross railway stations, and Theobalds Grove Overground station, providing a number of rail connections towards London and north towards Hertford. Westbound, the 242 provides a service to Potters Bar.

Rail Provision

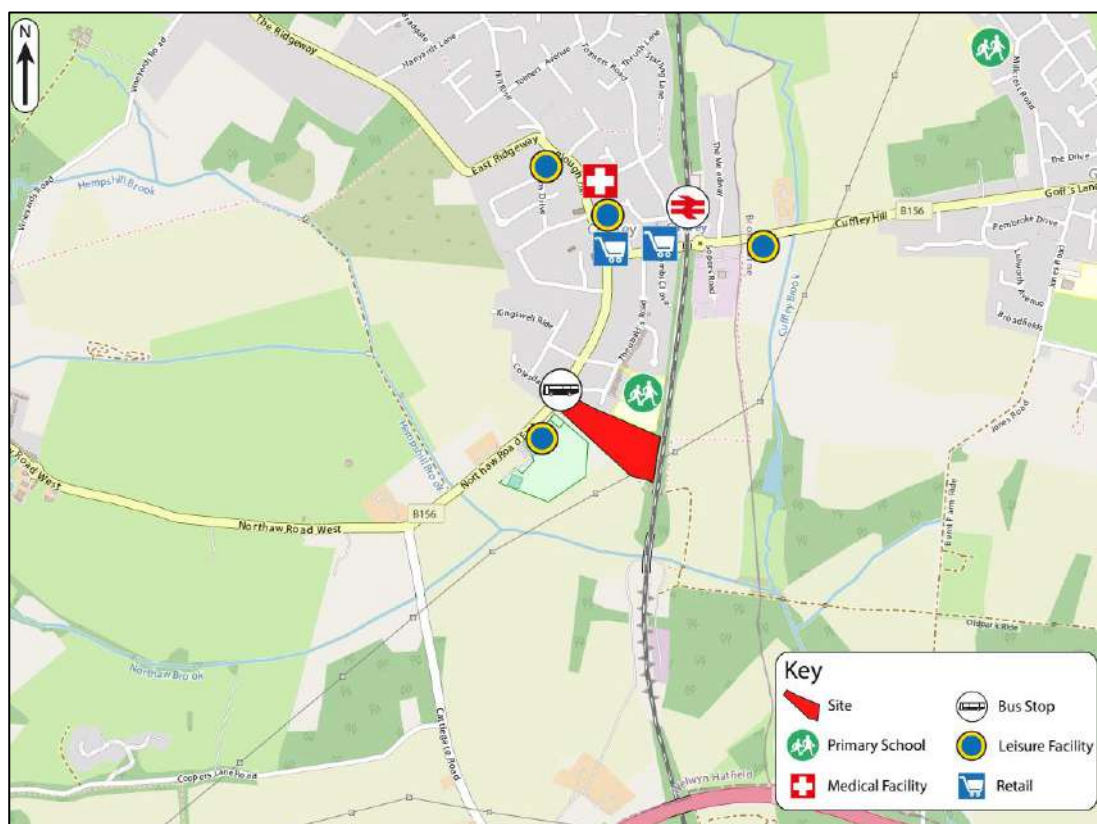
2.17 Cuffley Railway station is located approximately 850m from the site access. Cuffley is located on the Great Northern service line, which runs a frequent service between London Moorgate and Hertford North. The station provides a link to London with a journey time of approximately 45 minutes to and from Moorgate Station.

- 2.18 During the weekday AM peak hour (08:00 – 09:00), four trains depart towards London from Cuffley (arriving in London between 08:50 – 09:34), whilst the PM peak hour (17:00 – 18:00) also observes four train departures towards Cuffley from London (arriving at Cuffley between 17:56 – 18:41).

Existing Facilities

- 2.19 The site's proximity to key facilities such as education, retail, healthcare and recreation is key in maintaining a sustainable development.
- 2.20 There are a number of facilities within walking distance of the site that are located within the village of Cuffley. These are shown below in **Figure 2.6**.

Figure 2.6: Local Amenities Plan



- 2.21 For educational purposes there is a Primary School located approximately 300m from the frontage of the site on Northaw Road East which adjoins the northern boundary of the site.
- 2.22 Within the village centre there are several facilities including two retail units, a health centre and a public house.

Local Highway Network

- 2.23 The wider site is bound to the west by the Northaw Road East, which leads into Cuffley village centre to the north. Northaw Road East consists of a single carriageway with one lane in both directions. Along the site frontage, Northaw Road East is subject to a 30mph speed limit, which increases to the National Speed Limit (60mph) approximately 50m south of the site access.
- 2.24 To the north there is the small cul-du sac of South Drive which provides access to the residential units situated there. There is an existing, gated maintenance access to the site from South Drive. Lands Improvement has access rights over this land.
- 2.25 Northaw Road East is classified as a secondary distributor road within Hertfordshire County Council's (HCC) road hierarchy and links Cuffley to Potter Bar and the M25 to the west. To the east, Northaw Road East travels through Cuffley High Street and allows access to Goff's Oak, Chestnut and Waltham Cross.

3 Policy Context

- 3.1 This section of the TA addresses the relevant national and local policy, in the context of the site and the proposed development.
- 3.2 A full review of local and national planning policy was omitted from the 2022 Reserved Matters Transport Statement; however, due to updates and changes, a summary of relevant, up-to-date policy and guidance has been provided within this section.

National Policy

National Planning Policy Framework (NPPF)

- 3.3 The National Planning Policy Framework (NPPF) was originally published by the Ministry of Housing, Communities and Local Government in March 2012. Since then, the NPPF has been updated in July 2018, February 2019 and the most recent version was updated and published in December 2023 by the Department for Levelling Up, Housing and Communities.
- 3.4 The NPPF sets out the Government's planning policies for England and how these should be applied. It provides a framework within which locally prepared plans for housing and other development can be produced.
- 3.5 Paragraph 108 of the NPPF states that:

'In assessing sites that may be allocated for development in plans, or specific applications for development, it should be ensured that:

- a) appropriate opportunities to promote sustainable transport modes can be – or have been – taken up, given the type of development and its location;*
- b) safe and suitable access to the site can be achieved for all users;*
- c) the design of streets, parking areas, other transport elements and the content of associated standards reflects current national guidance, including the National Design Guide and the National Model Design Code; and*
- d) any significant impacts from the development on the transport network (in terms of capacity and congestion), or on highway safety, can be cost effectively mitigated to an acceptable degree.'*

- 3.6 With reference to highways and transportation, paragraph 115 of the NPPF states:

'Development should only be prevented or refused on highways grounds if there would be an unacceptable impact on highway safety, or the residual cumulative impacts on the road network would be severe.'

3.7 Providing context to this, paragraph 116 states that applications for development should:

- a) *'give priority first to pedestrian and cycle movements, both within the scheme and with neighbouring areas; and second – so far as possible – to facilitating access to high quality public transport, with layouts that maximise the catchment area for bus or other public transport services, and appropriate facilities that encourage public transport use;*
- b) *address the needs of people with disabilities and reduced mobility in relation to all modes of transport;*
- c) *create places that are safe, secure and attractive – which minimise the scope for conflicts between pedestrians, cyclists and vehicles, avoid unnecessary street clutter, and respond to local character and design standards;*
- d) *allow for the efficient delivery of goods, and access by service and emergency vehicles; and*
- e) *be designed to enable charging of plug-in and other ultra-low emission vehicles in safe, accessible and convenient locations.'*

Regional Policy

Hertfordshire Local Transport Plan 4 (2018 – 2031)

- 3.8 The Local Transport Plan (LTP4) sets out how Hertfordshire County Council will deliver a positive future vision for the area through policy and planning decisions.
- 3.9 One of the core features of the LTP4 is to do more to improve conditions for sustainable modes of transport including walking, cycling and public transport. It will include a more prominent consideration of their needs in all transport schemes, strategies and new developments as well as improvements to cycling infrastructure, walking environments and multi modal interchanges. The attractiveness of bus travel will also be enhanced through the implementation of more bus priority measures.
- 3.10 A summary of the transport related policies set out within LTP4 is provided below.

Policy 1: Transport User Hierarchy

'To support the creation of built environments that encourage greater and safer use of sustainable transport modes, the county council will in the design of any scheme and development of any transport strategy consider in the following order:

- *opportunities to reduce travel demand and the need to travel;*
- *vulnerable road user needs (such as pedestrians and cyclists);*
- *passenger transport user needs;*
- *powered two-wheeler (mopeds and motorbikes) user needs;*
- *other motor vehicle user needs'*

Policy 2: Influencing Land Use Planning

‘The county council will encourage the location of new development in areas served by, or with the potential to be served by, high quality passenger transport facilities so they can form a real alternative to the car, and where key services can be accessed by walking and cycling.’

Policy 3: Travel Plans and Behaviour Change

‘The county council will encourage the widespread adoption of travel plans through:

- a) Working in partnership with large employers, businesses and other organisations to develop travel plans and implement Smarter Choices measures.*
- b) Seeking the development, implementation and monitoring of travel plans as part of the planning process for new developments.*
- c) Supporting school travel plans, and working closely with parents, pupils, teachers and local residents to deliver a network of more sustainable transport links to school.*

The application of personalised travel planning techniques, marketing and other behavioural change initiatives will be considered when delivering physical transport improvements to maximise the potential to achieve modal shift.’

Policy 5: Development Management

‘The County Council will work with development promoters and the district borough councils to:

- a) ensure the location and design of proposals reflect the LTP Transport User Hierarchy and encourage movement by sustainable transport modes and reduced travel demand;*
- b) Ensure access arrangements are safe, suitable for all people, built to an adequate standard and adhere to the Council’s Highway Design Standards;*
- c) Consider the adoption of access roads and internal road layouts where they comply with the appropriate adoption requirements and will offer demonstrable utility to the wider public. Where internal roads are not adopted the county council will expect suitable private management arrangements to be in place.*
- d) Secure developer mitigation measures to limit the impacts of development on the transport network, and resist development where the residual cumulative impact of development is considered to be severe;*
- e) Require a travel plan for developments according to the requirements of ‘Hertfordshire’s Travel Plan Guidance’;*
- f) Only consider new accesses onto primary and main distributor roads where special circumstances can be demonstrated in favour of the proposals;*
- g) Resist development that would either severely affect the rural or residential character of a road or other right of way, or which would severely affect safety on rural roads, local roads and rights of way especially for vulnerable road users. This should include other routes which are important for sustainable transport or leisure.*

- h) Ensure that any new parking provision in new developments provides facilities for electric charging of vehicles, as well as shared mobility solutions such as car clubs and thought should be made for autonomous vehicles in the future.'*

Policy 6: Accessibility

'The county council will seek to increase the ease with which people, particularly disadvantaged groups, can access key services, by:

- a) Working in partnership with key stakeholders such as bus and rail operators, community transport operators, the voluntary sector and public service providers.*
- b) Supporting transport services which could include providing resource for bus and other transport services.*
- c) Addressing the barriers to accessibility particularly regarding active modes and for people with impaired mobility.*
- d) Promoting travel options and facilitating accessible travel information provision, including open data initiatives.*
- e) Improving travel choices and options, including support for the provision of shared mobility initiatives.'*

Policy 7: Active Travel – Walking

'The county council will seek to encourage and promote walking by:

- a) Implementing measures to increase the priority of pedestrians relative to motor vehicles, especially in town centres, and creating walking friendly town and neighbourhood centres.*
- b) Delivering infrastructure to provide safer access to key services, and pedestrian facilities to enable and encourage walking.*
- c) Identifying and promoting networks of pedestrian priority routes.*
- d) Promoting walking as a mode of travel and for recreational enjoyment.*
- e) Supporting the implementation of the Rights of Way Improvement Plan.'*

Policy 8: Active Travel – Cycling

'The county council aims to deliver a step change in cycling, through:

- a) Infrastructure improvements, especially within major urban areas to enable and encourage more cycling.*
- b) Implementing measures to increase the priority of cyclists relative to motor vehicles*
- c) Improved safety for users including delivery of formal and informal cycle training schemes.*

- d) *Supporting promotion campaigns to inform, educate, reassure and encourage cycling provision and education, such as Bikeability.*
- e) *Facilitating provision of secure cycle parking.'*

Policy 9: Buses

'The county council will promote and support bus services to encourage reduced car use by:

- a) *Supporting the delivery of infrastructure including bus priority measures, focussed on a core bus network, and by minimising bus service disruption from road congestion and the effects of road works. Providing and maintaining all bus stops, and other bus related highway infrastructure, to a consistent quality and standard across the county.*
- b) *Utilising new powers afforded to local authorities through the Bus Services Act 2017 as appropriate.*
- c) *Reviewing, procuring and supporting cost effective and efficient bus services to improve accessibility and respond to existing and potential passenger needs. Review existing services and take account of enhanced security provision.*
- d) *Working with a wide range of partners through the Intalink Quality Partnership to achieve improvements in facilities and services to improve the end to end journey by multi-modal interchange, accessibility, security and the journey experience.*
- e) *Working with partners to develop appropriate passenger fares, encourage the development of smart ticketing and to improve the provision and accuracy of passenger information.*
- f) *Working with partners to promote bus services as an option for work and school journeys, and promote and publicise the passenger transport network through a variety of media.'*

Policy 12: Network Management

'As part of its Network Management Duty the county council will seek to manage, and where feasible reduce traffic congestion, prioritising strategic routes. Activity will focus on making more efficient use of highway network capacity via:

- a) *Use of Intelligent Transport Systems and small scale traffic management interventions*
- b) *Maintaining a Network Management Strategy which will include the county council's road network hierarchy and associated policies.*
- c) *Reducing levels of single occupancy car use and encouraging travel by walking, cycling and passenger transport.*
- d) *Sharing data (open data) and supporting the use of technology to provide up to date and accessible information for all network users.*
- e) *Control of on-street vehicle parking in line with the Network Management Strategy.*
- f) *Managing street works and minimising network disruption.'*

Policy 13: New Roads and Junctions

‘The county council will work closely with partners including Highways England, districts and major scheme developers to design new transport infrastructure, following application of the Transport User Hierarchy, to manage existing demand and that of planned development. Future capacity that may be required beyond this could be safeguarded but should not be released until necessary to avoid inducing demand.’

Policy 17: Road Safety

‘The county council will seek to continually improve safety on the county’s roads, working towards an ultimate vision of zero fatalities and serious injuries, by:

- a) Working with partners, in particular through the Hertfordshire Road Safety Partnership to deliver targeted, effective and appropriate road safety measures.*
- b) The development of a ‘Safe Systems’ approach that seeks to co-ordinate a mix of safer roads, safer speeds, safer vehicles, safer road users and post-collision response with a focus on casualty reduction.*
- c) Using latest data analysis and intelligence led techniques to target and evaluate measures.’*

- 3.11 In terms of HCC LTP 4 the development follows the movement hierarchy set out in that document i.e. walking and cycling first, followed by use of sustainable modes with use of the private car at the bottom of the hierarchy.

Local Policy

Welwyn Hatfield Borough Council Local Plan 2016 – 2036 (October 2023)

- 3.12 Local policy is contained within the Welwyn Hatfield Borough Council (WHBC) Local Plan 2016 – 2036, adopted in October 2023, replacing the previous Local Plan from 2005.
- 3.13 Policy SP 3 of the Local Plan, Settlement Strategy and Green Belt boundaries, sets the settlement hierarchy of the WHBC, citing Cuffley as a large, excluded village, which is described as:

‘Villages excluded from (not in) the Green Belt with large service centres, but a more limited range of employment opportunities and services than the two towns. Shops and facilities mainly serve the community needs of these villages and those living in surrounding rural areas. Accessibility to the main road network is good and they are served by rail and/or bus networks. A secondary focus for new development where this is compatible with the scale and character of the village, and the maintenance of Green Belt boundaries.’

3.14 Policy SP 4, Transport and Travel states:

‘Consistent with the vision and objectives of this Local Plan, the Council will seek to support both planned growth and existing development with appropriate transport infrastructure, with the emphasis on promoting the use of sustainable modes of travel and on improving safety for all highway users. The Council will work together with the County Council as the local highway authority, Highways England, public transport operators, developers and other relevant bodies to design and fund improvements to transport infrastructure where these are necessary to support growth or to improve accessibility to existing centres, employment areas and community facilities.’

3.15 Policy SADM 2, Highway Network and Safety, states:

‘Development proposals will be permitted provided:

- i. There would be no severe residual cumulative impacts on the local and/or strategic transport network once any cost-effective and achievable mitigation measures have been taken into account. Development proposals which generate a significant amount of traffic movements must be accompanied by either a Transport Assessment or Transport Statement as appropriate in accordance with the criteria in the Hertfordshire County Council Highway Design Guidance;*
- ii. There would be no negative impacts on highway safety;*
- iii. They are designed to allow safe and suitable means of access to and from the site for all users; and*
- iv. They provide satisfactory and suitable levels of parking, in accordance with the criteria set out in SADM12 and the Council's parking standards, and taking into account the opportunities for public transport, cycling and walking.*

3.16 Referencing Policy SP 3, Policy SADM 33 identifies the application site (HS28) as allocated for residential use of 121 dwellings, to be delivered within the next five years.

Summary

3.17 The development of the ten dwellings covered within this TS is consistent with national and local policies as the proposed residential units would be accessible by all modes of transport and are well located in terms of connections to existing local facilities.

3.18 Furthermore, the wider site is allocated within the WHBC Local Plan for the provision of 121 residential dwellings.

4 Development Proposal

4.1 Planning permission is sought for the:

‘Approval of reserved matters (appearance, landscaping, layout, and scale) following outline planning permission S6/2015/1342/PP as varied by 6/2023/1352/VAR for residential development of 10 dwellings and associated infrastructure.’

4.2 It is proposed to access the site is via the wider internal carriageways, which in turn are to be accessed via a new 3-arm priority junction with the B156 Northaw Road East. The wider site access has been agreed as part of application S6/2015/1342/PP, whilst the internal carriageway arrangements have been agreed through application 6/2022/1774/RM.

4.3 The architect’s layout plan for the site is included at **Appendix B**.

4.4 The proposed dwelling summary is provided in **Table 4.1**.

Table 4.1: Dwelling Summary

Dwelling Size	Quantity	Plots
3-bedroom	2	79-80
5-bedroom	8	81-88
Total	10	-

4.5 The total quantum of development across the wider site is unchanged from the previous Reserved Matters application (121 dwellings).

Off-Site Improvements

4.6 It is noted that a number of off-site improvements have been secured via a signed S106 agreement (provided at **Appendix C**) attached to the Outline planning permission (ref: S6/2015/1342/PP). These works include:

- A 3m wide hard-surfaced shared footpath / cyclepath link at the north of the site, connecting the internal estate road with South Drive;
- Widening of the existing footway on Northaw Road East to provide a shared pedestrian / cycle route along at least one side of the carriageway from the site access to the Kingsway / Theobald’s Road junction;
- A new Toucan crossing to the north-east of the site access, across Northaw Road East, connecting the new shared pedestrian / cycle route on either side of the carriageway;
- A new parallel crossing on Kingsway;
- Upgrade to the existing Zebra crossing on Northaw Road East, to the north of Kingsway / Theobald’s Road, to provide a parallel crossing;

- Provision of transitions for cyclists to access and egress the new shared pedestrian / cycle route; and
- Upgrades to the existing bus stops nearest the site access to provide raised Kassel kerbing and real-time information at both stops, plus the provision of a shelter at the northbound stop.

4.7 A plan demonstrating the proposed works is included with the S106 document provided at **Appendix C**.

Pedestrian and Cycle Access

Ten Dwellings

4.8 The ten dwellings subject to this TS will be served by a footway along the southern extent of the plots, which will form part of the wider internal footway network. Cycle access will be provided to the units in the form of a mixed-traffic carriageway arrangement.

Wider Site

- 4.9 Pedestrian and cycle access will be provided from footways adjacent to the new access road. This will connect with the existing footway along the south-eastern side of Northaw Road East and provide a connection to the local facilities in Cuffley.
- 4.10 It is proposed to provide a pedestrian and cycle link through the site from the King George V Playing Fields car park to South Drive via Greenfields.
- 4.11 The proposed link will provide a convenient route from the site to the Cuffley Primary School via South Drive in the location of the existing maintenance access. In addition, this will provide a route towards Cuffley village centre and the railway station further afield to the north via Theobalds Road.
- 4.12 The link connecting the site to South Drive will be a 3.0m wide path designed for use by pedestrian and cyclists only, as secured via the signed S106 agreement attached to the Outline planning permission, which will link into the existing footpath on South Drive. Cyclists will pass onto the existing vehicle turning area and then onto the road at this point, to avoid conflict with pedestrians. The width of the route will be constrained at the site boundary using a fence in a similar style to the existing gate and new planting.
- 4.13 As part of the outline submission, it was agreed that a financial contribution would be made for improvements to the Right of Way Public Footpath 6.
- 4.14 In addition, a permissive path for dog walkers has been secured via the S106 agreement around the fields to the south of the site.

Vehicular Access

- 4.15 The wider development will be accessed via a new priority junction with Northaw Road East. The ten dwellings subject to this application will be served directly from the internal carriageway network, with vehicle access provided in the form of off-street parking bays, perpendicular to the carriageway.
- 4.16 The access was designed as part of the Outline application and was not a reserved matter; therefore, the access arrangements have already been agreed. No further works are proposed as part of this Reserved Matters application.
- 4.17 The access junction is shown at **Appendix D**.

Parking

- 4.18 Vehicle parking will be provided for each of the ten dwellings, whilst each unit will also be provided with appropriate cycle parking.
- 4.19 The relevant parking standards are included within the Welwyn Hatfield District Review Supplementary Planning parking standards (2004). It should be noted that these parking standards should be treated as guidelines rather than maximums, as set out on the LPA website.
- 4.20 Cuffley is located in Zone 4 and the relevant standards are summarised in **Table 4.2**.

Table 4.2: WHBC Car and Cycle Parking Standards

Development	Car Parking Standards (outside Zone 1-2)	Cycle Parking
Bedsit	1.25 spaces per dwelling	1 space per unit if no garage or shed provided.
1 Bedroom Dwellings	1.25 spaces per dwelling	
2 Bedroom Dwellings	1.5 spaces per dwelling	
3 Bedroom Dwellings	2.25 spaces per dwelling	
4 or more Bedroom	3 spaces per dwelling	

- 4.21 **Table 4.3** shows the parking standards guidelines using the unit mix proposed in **Table 4.1** and the standards set out in **Table 4.2**.

Table 4.3: Car Parking Standards for Development

Development	Unit Mix	Parking Guidelines (rounded)
3 Bedroom Dwellings	2	5
4 or more Bedroom Dwellings	8	24
Total	10	29

- 4.22 Based on the adopted parking standards for WHDC and the development accommodation schedule, a maximum of 29 parking spaces should be provided to serve the ten dwellings.

- 4.23 The parking strategy for the site is attached at **Appendix E**. A summary of which is provided in **Table 4.4** below.

Table 4.4: Proposed Parking Summary

Type of Parking	Quantity
Allocated Parking Space / Driveway	20
Unallocated Parking Space (visitors)	2
Total Parking Bays	22
Allocated Garage Space	8
Total Parking Provision (inc. Garages)	30

- 4.24 Whilst garages can be utilised for parking, it is common for them to be utilised for alternative storage requirements, particularly where a suitable quantum of parking is provided; therefore, considering the WHDC parking standards do not specifically provide guidance on contributing garage spaces to the overall provision, it is concluded that the provision of parking spaces (22) is within the maximum standard.
- 4.25 Across the wider site, the total quantum of remains unchanged from application 6/2022/1774/RM.
- 4.26 As per the previous Reserved Matters application, all dwellings will be provided with access to electric vehicle charging infrastructure.

Cycle Parking

- 4.27 The WHDC Review Supplementary Planning parking standards also set out the cycle parking required by residential dwellings. The standards state that ‘1 long term space per unit if no garage or shed provided’.
- 4.28 As identified on the parking strategy at **Appendix E**, two secure, covered cycle parking spaces will be provided at each dwelling.

Internal Swept Path Analysis

- 4.29 Swept path analysis has been undertaken to show that the site can be accessed safely and that required vehicles can navigate the internal layout. Swept path analysis drawings are provided at **Appendix F**.
- 4.30 Swept path analysis has been provided in context of the wider site.

Car

- 4.31 Two standard cars have been demonstrated navigating the internal carriageway, identifying that two-way movement between such vehicles is achievable throughout the development. It is noted that some pinch points cannot accommodate two-way movement; however, in these instances, suitable forward visibility can be achieved to ensure a collision does not occur.

Refuse Collection

- 4.32 Swept path analysis has been provided demonstrating that a refuse vehicle is able to access the site and manoeuvre along the internal carriageways. It is noted that minor vehicle overhang has been identified adjacent plot 38; however, this does not constitute an unacceptable risk to highway safety on the basis that a driver could avoid this manoeuvre.
- 4.33 In addition to demonstrating the refuse vehicle track, points where the vehicle can pass with a car have been identified.

Emergency Access

- 4.34 Also provided at **Appendix F** is a drawing demonstrating that a fire appliance can safely access all areas of the site, utilising the internal carriageways to manoeuvre.
- 4.35 The drawing demonstrates that the required vehicle can access within 45m of all dwellings, and therefore will achieve compliance with Building Regulations Part B.

Travel Plan

- 4.36 A Travel Plan was submitted as part of the Outline application (attached for reference at **Appendix G**).
- 4.37 An updated Travel Plan will be submitted prior to occupation of the proposed development as per the S106 agreement (**Appendix C**), which will be based on the framework set by the Travel Plan submitted as part of the Outline application.

5 Off-Site Mitigation

- 5.1 As part of the Outline application, a package of off-site mitigation measures has already been agreed, as set out in **Section 4**.
- 5.2 The client is committed to complying with the off-site mitigation package contained within the S106 and planning conditions.

6 Trip Generation

- 6.1 As discussed in **Section 4**, there are no significant changes to the development proposals from the Outline application or the previously consented Reserved Matters application, including the number of dwellings proposed at the site.
- 6.2 As such, the trip generation of the proposals and its associated impacts have already been assessed as part of the Outline application with an off-site mitigation package having also been agreed.
- 6.3 Therefore, the development proposals will have no further effect on the local highway network.

7 Summary and Conclusion

- 7.1 SLR have been appointed by Bellway Homes to provide traffic and transport advice in support of a Reserved Matters application for a residential development on land to the north-east of King George V Playing Fields, Cuffley.
- 7.2 The site is located to the south of Cuffley and is currently in agricultural use. The wider site is bound by an existing residential development to the north and north-west; the grounds of Cuffley Primary School also adjoin the site along its northern boundary.
- 7.3 An Outline planning application (ref: S6/2015/1342/PP) for development proposals at the site comprising 121 dwellings was submitted in 2015 with a Transport Assessment and Travel Plan accompanying the application. As six years had passed, an updated Transport Assessment was submitted in 2021 and was approved in March 2022.
- 7.4 SLR subsequently prepared a TS to support the reserved matters application submitted in August 2022 (planning ref: 6/2022/1774/RM) which was granted approval in March 2023.
- 7.5 This report accompanies the revised Reserved Matters application, which identifies alterations to ten dwellings within the wider site.
- 7.6 As part of the Outline application, the design of the proposed access was not reserved and has therefore been agreed with the Highway Authority. In addition, an off-site mitigation package has already been agreed.
- 7.7 The proposed development passes the key tests set out in the NPPF, i.e.
- Safe and suitable access to the site can be achieved for all people; and
 - The residual cumulative impacts of the development are not severe.
- 7.8 In conclusion, the development proposals are appropriate for the location and there are no traffic or transportation reasons to prevent a no objection consultation from the highway authority.

Appendix A

To: David Pendle
Marrons Planning
1 Meridian South
Leicester
LE19 1WY

Important – Planning permission and notices of consent

Compliance with conditions

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

For advice on any of these matters, please contact the duty planning officer or the case officer at Welwyn Hatfield Borough Council, Campus East, The Campus, Welwyn Garden City, AL8 6AE or by email planning@welhat.gov.uk between 0900 – 1100 daily.

**Notice of Decision
Town and Country Planning Act 1990
Town and Country Planning (Development
Management Procedure) (England) Order 2015**

Application No: S6/2015/1342/PP

Date of Approval: 31 March 2022

Development: Outline planning application for 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. 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

At Location: Land to the north east of King George V Playing Fields, Northaw Road East, Cuffley, Hertfordshire, EN6 4RD

Applicant: Lands Improvement Holdings

Application Date: 26 June 2015

This planning permission is subject to a Section 106 agreement.

PRIOR TO COMMENCEMENT

1. No part of the Development shall commence within any part of the application site until details of the layout, scale, appearance and landscaping (hereinafter referred to as "reserved matters") for that relevant part have been submitted to and approved in writing by the Local Planning Authority. Thereafter, the relevant part of development must not be carried out other than in accordance with approved reserved matters.

REASON: In accordance with the requirements of Section 92 of the Town and Country Planning Act 1990 (as amended) and in accordance with the requirements of Articles 1, 2 and 4 of the Town and Country Planning (Development Management Procedure) (England) Order 2015.

2. Application for the approval of the first reserved matters application for the relevant part of the development shall be made not later than the expiration of two years beginning with the date of this permission. Commencement of development of that part or parts approved shall begin within two years from the date of approval of the reserved matters for that part or parts.

REASON: In accordance with the requirements of Section 92 of the Town and Country Planning Act 1990 (as amended) and in accordance with the requirements of Articles 1, 2 and 4 of the Town and Country Planning (Development Management Procedure) (England) Order 2015.

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

Plan Number	Revision Number	Details	Received Date
141386_A_29	B	Proposed Site Access Visibility Splays	1 December 2021
141386_A_35	D	Highways Layout for Determination Site Access	1 December 2021
141386_A_51	A	Proposed Shared Cycleway/Footway Link South Drive	1 December 2021
141386_A_56	A	Proposed Bus Shelter Northaw Road	1 December 2021
141386_A_57	A	Proposed Pedestrian Improvements Theobald's Road	1 December 2021
2130.19_09B		Illustrative Landscape Plan	8 December 2021
2271-A-1100-B		Site Location Plan	27 June 2015
2271-C-1005-B		Illustrative Master Plan	27 June 2015
141386/A/35	A	Parameter Plan - Site access	27 June 2015
2271-SK-1400-D		Parameter Plan - Building Heights	27 June 2015
2271-SK-1402-E		Parameter Plan - Green Infrastructure	27 June 2015
2271-SK-1403-D		Parameter Plan - Land Use	27 June 2015
2271-A-1009-D		Proposed Levels Plan	27 June 2015
10316-DR-04		Surface Water Drainage Strategy	27 June 2015
1667_200_3	0	Topographical Survey 3	27 June 2015
1667_200_4	0	Topographical Survey 4	27 June 2015
1667_200_5	0	Topographical Survey 5	27 June 2015
1667_200_6	0	Topographical Survey 6	27 June 2015
1667_200_7	0	Topographical Survey 7	27 June 2015
1667_200_8	0	Topographical Survey 8	27 June 2015
1667_200_9	0	Topographical Survey 9	27 June 2015

1667_200_10	0	Topographical Survey 10	27 June 2015
1667_200_1	0	Topographical Survey 1	27 June 2015
1667_200_2	0	Topographical Survey 2	27 June 2015
2271-A-1101-B	D	Access Improvement Plan	31 March 2022

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

4. Prior to the commencement of the development, a Construction Environment Management Plan (CEMP) shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Highway Authority. Thereafter the construction of the development shall only be carried out in accordance with the approved Plan. The CEMP must set out:

- a) the phasing of construction and proposed construction programme;
- b) the methods for accessing the site, including wider construction vehicle routing;
- c) the numbers of daily construction vehicles including details of their sizes, at each phase of the development;
- d) the hours of operation and construction vehicle movements;
- e) details of any highway works necessary to enable construction to take place;
- f) details of construction vehicle parking, turning and loading/unloading arrangements clear of the public highway;
- g) provision of hoardings around the site;
- h) details of how the safety of existing public highway users and existing public right of way users will be maintained;
- i) management of traffic to reduce congestion;
- j) control of dirt on the public highway, including details of the location and methods to wash construction vehicle wheels;
- k) the provision for addressing any abnormal wear and tear to the highway;
- l) the details of consultation with local businesses or neighbours;
- m) the details of any other Construction Sites in the local area;
- n) waste management proposals;

- o) control measures to minimise noise and vibration; and
- p) control measures to minimise dust.

The construction of the development shall not be carried out otherwise than in accordance with the approved CEMP.

REASON: To protect highway safety and the amenity of other users of the public highway and rights of way; to protect the living conditions of neighbouring properties; and to protect the amenity of the neighbouring school, in accordance with Policy R19 of the Welwyn Hatfield District Plan 2005; Policy SADM18 of the draft Local Plan Proposed Submission August 2016, and the National Planning Policy Framework.

5. No development above ground level shall take place until details of an external lighting scheme has been submitted to and approved in writing by the Local Planning Authority. The details must:
- a) Identify those areas/features on site that are particularly sensitive to the impact of lighting on species susceptible to light disturbance in or around their breeding sites, resting places or along important routes used to access key areas of their territory, for example, for foraging;
 - b) show how and where external lighting will be installed (through the provision of appropriate lighting contour plans and technical specifications) so that it can be clearly demonstrated that areas to be lit will not disturb or prevent the above species using their territory or having access to their breeding sites and resting places; and
 - c) Vertical lux diagrams showing potential light trespass into windows of the approved residential units and neighbouring residential properties outside of the site.

The external lighting scheme shall apply to the construction phase and the occupation phase of the development. All external lighting (temporary or permanent) must be installed in accordance with the specifications and locations set out in the strategy, and these must be maintained thereafter in accordance with the strategy. No other external lighting shall be installed, other than within a residential curtilage, without prior consent from the Local Planning Authority.

The external lighting scheme must meet the requirements within the Institution of Lighting Professionals guidance notes for the reduction of obtrusive lighting.

REASON: To protect the living conditions of neighbouring properties and to ensure habitats and species are safeguarded in accordance with Policy R11, R20 of the Welwyn Hatfield District Plan 2005; Policies SP9, SADM16 and

SADM18 of the draft Local Plan Proposed Submission August 2016, and the National Planning Policy Framework.

6. No development shall take place until a detailed surface water drainage scheme for the site based on the approved drainage strategy and sustainable drainage principles, has been submitted to and approved in writing by the local planning authority. The drainage strategy should demonstrate the surface water run-off generated up to and including 1 in 100 year + climate change critical storm will not exceed the run-off from the undeveloped site following the corresponding rainfall event. The scheme shall also include:
- a) Detailed engineered drawings of the proposed SuDS features including cross section drawings, their size, volume, depth and any inlet and outlet features including any connecting pipe runs.
 - b) Final detailed post-development network calculations for all storm events up to and including the 1 in 100 year + 40% climate change storm with half drain down times no greater than 24 hours.
 - c) Assessment of the surface water flow path and the volumes to be managed as part of the development.
 - d) Exceedance flow routes for storm events greater than the 1 in 100 year + 40% climate change storm.
 - e) Final detailed management plan to include arrangements for adoption and any other arrangements to secure the operation of the scheme throughout its lifetime.

The mitigation measures shall be fully implemented prior to occupation and maintained in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority.

REASON: To reduce the risk and impact of flooding by ensuring the satisfactory storage and disposal of surface water from the site; and to ensure surface water can be managed in a sustainable manner in accordance with Policy R7 and R10 of the Welwyn Hatfield District Plan 2005; Policy SADM14 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

7. No development within any development phase shall commence until a scheme setting out the arrangements for the delivery of accessible housing within that phase has been submitted to and approved in writing by the Local Planning Authority. Thereafter each phase must be carried out in accordance with the approved scheme. The scheme must include the following:
- a) A schedule of units, together with appropriate plans and drawings, shall be submitted to and be approved by the Local Planning Authority setting out

details of the number, layout and location of all units that will comply with Part M4(2) of the Building Regulations 2010;

- b) At least 20% of all new dwellings will meet Building Regulations Part M4(2) standards for 'accessible and adaptable dwellings' the delivery of which should be distributed across market and affordable tenures;
- c) All units specified as M4(2) and in the agreed schedule and plans shall be implemented in accordance with that approval and in compliance with the corresponding part of the Building Regulations in that regard;
- d) The person carrying out the building work must inform the Building Control body which requirements apply; and
- e) Written verification of the completion of all dwellings in accord with b) and c) above will be supplied to the local planning authority within 30 days of the practical completion [of the block it forms part of].

REASON: To ensure that suitable housing is provided for households in need of accessible or wheelchair housing in accordance with Policies D1, H10 of the Welwyn Hatfield District Plan 2005 and SP7 of the draft Local Plan Proposed Submission and the National Planning Policy Framework.

8. No development shall commence until an Arboricultural Method Statement has been submitted to and approved in writing by the Local Planning Authority. Thereafter, the development must not be carried out other than in accordance with the approved statement. The Arboricultural Method Statement must include:
- a) A specification for the pruning of trees to be retained in order to prevent accidental damage by construction activities;
 - b) The specification of the location, materials and means of construction of temporary protective fencing and/or ground protection in the vicinity of trees to be retained, in accordance with the recommendations of the current edition of BS 5837 "Trees in relation to construction", and details of the timing and duration of its erection;
 - c) The specification of the routing and mean of installation of drainage or any underground services within the Root Protection Area (RPA) and/or canopy spread of retained trees;
 - d) The details and method of construction of any other structures such as boundary walls within the Root Protection Area (RPA) and/or canopy spread of retained trees;
 - e) The details of any proposed alterations to existing ground levels within the Root Protection Area (RPA) and/or canopy spread of retained trees; and

- f) Provision for the supervision, by an appropriately qualified arboricultural consultant, of any works within the root protection areas of trees to be retained.

REASON: To ensure the satisfactory protection of retained trees, shrubs and hedgerows during the construction period in the interest of visual amenity in accordance with Policy R17, D8 of the Welwyn Hatfield District Plan 2005; Policy SADM16 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

- 9. A full detailed refuse and recycling proposal shall be submitted to and approved in writing by the Local Planning Authority within each reserved matters application. The proposal must include detailed tracking diagrams and detailed property information so that a calculation of requirements and costs can be made. Thereafter, the development must not be operated other than in accordance with the approved Refuse and Recycling Plan.

REASON: In order that the Local Planning Authority may be satisfied with the provisions for recycling facilities and refuse storage in the interest of safeguarding the amenities of neighbouring occupiers and the area in general in accordance with Policy D1 of the Welwyn and Hatfield District Plan 2005; Policy SADM12 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

PRIOR TO ABOVE GROUND DEVELOPMENT

- 10. No development above ground level shall take place until a scheme to protect future occupiers from noise due to transport sources has been submitted to and approved in writing by the Local Planning Authority, in accordance with the following requirements:
 - a) Indoor ambient noise levels in living rooms and bedrooms should meet the standards within BS 8233:2014;
 - b) Internal L_{Amax} levels should not exceed 45dB more than ten times a night in bedrooms;
 - c) If opening windows raise the internal noise levels above those within BS8233, alternative methods must be submitted for consideration

(Passive systems and rates will be considered, however, evidence that overheating will not occur will need to be provided in the form of a SAP assessment (other overheating assessments can be provided but will need to be agreed in writing by the local planning authority) conducted with windows closed, curtains/blinds not being used, showing the required ventilation rates to ensure that overheating will not occur. Details must be provided of the ventilation system to be installed and to demonstrate that it will provide the ventilation rates shown in the assessment. Mechanical ventilation should only be used as a last resort, once all other noise mitigation measures have been

implemented (good acoustic design, orientation of sensitive rooms, bunds, noise barriers, passive systems or acoustic louvres). In such cases, the ventilation rates must meet those found within The Noise Insulation Regulations 1975).

- d) Outdoor amenity areas will need to meet the 55dB WHO Community Noise Guideline Level. If outdoor amenity areas cannot comply, then it must be shown through measurements that a suitable place is available within 5 minute walk from the development that complies with the amenity noise level.

In terms of requirements (c) and ventilation, alternative methods (such as passive systems) and rates can be considered, however, evidence that overheating will not occur will need to be provided in the form of a SAP assessment conducted with windows closed, curtains/blinds not being used, showing the required ventilation rates to ensure that the medium risk category is not exceeded. Details must be provided of the ventilation system to be installed and to demonstrate that it will provide the ventilation rates shown in the SAP Assessment.

The approved scheme must be implemented prior to first occupation of the development and must be fully adhered to in perpetuity with the development.

REASON: To ensure that future occupiers of the development are not subject to unacceptable levels of noise due to transport sources, in accordance with Policy R19 of the Welwyn Hatfield District Plan 2005, Policy SADM18 of the draft Local Plan Proposed Submission August 2016, and the National Planning Policy Framework.

- 11. Prior to any above ground development the applicant shall submit to, for approval in writing by the Local Planning Authority, an air quality impact assessment to evaluate and assess the following pollutants, PM10, PM2.5 and Nitrogen Dioxide. The report must demonstrate potential effects on future residents from current pollution levels and the resultant effect the proposed development will have on local pollution levels. The report must also consider the cumulative impacts of proposed developments nearby in relation to the local plan.

The applicant shall submit to, for approval in writing by the Local Planning Authority, details relating to the promotion of green travel. This should include the provision of cycle storage and the provision of electric vehicle charging points.

REASON: To protect the occupants of the new development from current pollution levels and to ensure that the development does not increase local pollution levels in accordance with Policies SD1 and R18 of the Welwyn Hatfield District Plan 2005 and the National Planning Policy Framework.

PRIOR TO OCCUPATION

12. Prior to first occupation of the development, additional plans must be submitted to and approved in writing by the Local Planning Authority, in consultation with the Highway Authority, which show the detailed engineering designs and construction of the Northaw Road East access and associated highway works, as shown indicatively on drawing number 141386/A/35 revision D and 141386/A/29 revision B. These works shall be constructed to the specification of the Highway Authority and Local Planning Authority's satisfaction, and completed before first occupation of the development. This shall include the permanent provision of the visibility splays as shown on these plans: 2.4m x 120m to the north-east and 2.4 x 215m to the south-west, within which there shall be no obstruction to visibility between 600mm and 2 metres above the carriageway level.

REASON: To ensure the provision of a vehicle access which is safe, suitable, and sustainable for all highway users in accordance Policy SD1 of the Welwyn Hatfield District Plan 2005; Policies SP1, SP4, SADM2 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

13. In the event that the Footpath/Cyclepath Link (as defined within the section 106 agreement dated 31 March 2022 entered into by LIH Property 2 (UK) Limited and Welwyn Hatfield Borough Council and Hertfordshire County Council (the "S106 Agreement")) is to be delivered pursuant to Schedule 8 of the S106 Agreement, then additional plans must be submitted to and approved in writing by the Local Planning Authority, in consultation with the Highway Authority, which show the detailed engineering designs and construction of the highway improvement works to Northaw Road East, as shown indicatively on drawing number 141386/A/56 revision A. This provides for:
- a) Upgrade of the two existing bus stops closest to the site, to include raised Kassel kerbing and Real Time Information displays at both stops, and a shelter at the northbound stop.
 - b) A pedestrian dropped kerb / tactile paved crossing point along Northaw Road East between the two bus stops.

The 30th unit on the development shall not be occupied until these works have been constructed to the specification of the Highway Authority and Local Planning Authority's satisfaction. For the avoidance of doubt this condition shall not apply if the Footpath/Cyclepath Link is not delivered in accordance with the S106 Agreement.

REASON: To ensure users of the development can travel safely, freely, and sustainably to and from Cuffley village centre and other key destinations in accordance Policies SD1, M5 and M9 of the Welwyn Hatfield District Plan 2005; Policies SP1, SP4, SADM3 and SADM2 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

14. Prior to first occupation of the development, additional plans must be submitted to and approved in writing by the Local Planning Authority, in consultation with the Highway Authority, which show the detailed engineering designs and construction of improvement works to the Theobalds Road route, from the site to the village centre. This includes the provision of pedestrian dropped kerbs and tactile paving over side road junctions, as shown indicatively on drawing number 141386/A/57 revision A. These works shall be constructed to the specification of the Highway Authority and Local Planning Authority's satisfaction, and fully implemented prior to occupation.

REASON: To ensure users of the development can travel safely, freely, and sustainably to and from Cuffley village centre and other key destinations in accordance Policies SD1, M5 and M9 of the Welwyn Hatfield District Plan 2005; Policies SP1, SP4, SADM3 and SADM2 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

OTHERS

15. Construction deliveries, demolition and construction works, which shall include use of any plant or machinery, cleaning and maintenance of plant or machinery, deliveries to the site and movement of vehicles within the curtilage of the site, must not take place other than between 0800 hours and 1800 hours Mondays to Fridays and 08:00 hours and 1300 hours on Saturdays nor at any time on Sundays or Bank Holidays.

REASON: To ensure that the development is undertaken in a manner which reduces any potential impact upon the residential amenities currently enjoyed by existing residents and businesses in accordance with Policy R18, R19 and R20 of the Welwyn Hatfield District Plan 2005; Policy SADM18 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

16. A landscape and ecological management plan (LEMP) must be submitted as part of application(s) for reserved matters approval as required by Condition 1. Thereafter, the development must not be carried out other than in accordance with the approved LEMP. The content of the LEMP must be consistent with the submitted "Ecological Appraisal, 2020" (Jan 2021) and "2020 Bat Survey Report" (Jan 2021) and include the following:
- a) description of the objectives;
 - b) habitat/feature creation measures proposed;
 - c) timetable for implementation;
 - d) maintenance of habitat/feature creation measures in the long term and those responsible for delivery; and

- e) monitoring programme and the measures required to adapt the LEMP should objectives fail to be met.

The LEMP must also include details of the legal and funding mechanism(s) by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan must also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme.

The LEMP should cover all landscape areas within the site, other than small privately owned domestic gardens.

REASON: To ensure habitats and species are safeguarded, and where appropriate enhanced, in accordance with Policy R11 of the Welwyn Hatfield District Plan 2005; SP10, SADM16 and SADM18 of the draft Local Plan Proposed Submission August 2016, and the National Planning Policy Framework.

17. The detailed plans submitted as part of application(s) for reserved matters approval, as required by Condition 1, must include the following:
 - a) The details of all hardsurfaced areas within the site. This includes, but is not limited to, all roads, footways, forecourts, driveways, parking and turning areas, and foul and surface water drainage.
 - b) The level of footway and carriageway visibility from each individual vehicle access, and the level of visibility from and around each main junction within the site, within which there shall be no obstruction to visibility between 600mm and 2 m above the carriageway level.
 - c) That service vehicles, including refuse and emergency vehicles, can safely and conveniently access and route through the site, to include the provision of sufficient turning and operating areas.
 - d) The provision of sufficient facilities for cycle storage. All these features shall be provided before first occupation and maintained in perpetuity.

REASON: To provide adequate visibility for drivers within the site, to promote alternative modes of travel, and for the overall free and safe flow of all site users in accordance Policies SD1, M5 and M6, M14 of the Welwyn Hatfield District Plan 2005; Policies SP1, SP4, SADM2, SADM3 and SADM12 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

18. In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority.

An investigation and risk assessment and, where remediation is necessary, a remediation scheme must then be submitted to and approved in writing by the Local Planning Authority and implemented as approved.

The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Investigation and risk assessment

The investigation and risk assessment must assess the nature and extent of any contamination on the site, whether or not it originates on the site and must be undertaken by competent persons. A written report of the findings must be produced and the findings must include:

- a) A survey of the extent, scale and nature of contamination.
- b) An assessment of the potential risks to:
 - human health;
 - property (existing or proposed) including buildings;
 - crops;
 - livestock;
 - pets;
 - woodland and service lines and pipes;
 - adjoining land;
 - groundwaters and surface waters; and
 - ecological systems;
- c) An appraisal of remedial options, and proposal of the preferred option(s).

The investigation and risk assessment must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

Remediation Scheme

Following completion of measures identified in the approved remediation scheme, a verification report which demonstrates the effectiveness of the remediation carried out must be submitted to and approved in writing by the local planning authority.

REASON: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors, in accordance with Policy R2 of the Welwyn Hatfield

District Plan 2005, Policy SADM18 of the draft Local Plan Proposed Submission August 2016, and the National Planning Policy Framework.

19. The development hereby permitted must be carried out in accordance with the approved Flood Risk Assessment prepared by Brookbanks reference 10710 FRA01 Rv0 dated 11 June 2021 and the following mitigation measures detailed within the Flood Risk Assessment:
- a) Limiting the surface water run-off generated by the critical storm events so that it will not exceed the surface water run-off rate of 8.2 l/s during the 1 in 100 year event plus 40% climate change event.
 - b) Providing storage to ensure no increase in surface water run-off volumes for all rainfall events up to and including the 1 in 100 year + climate change event providing a minimum of 1,494 m³ (or such storage volume agreed with the LLFA) of total storage volume in attenuation basin and swale.
 - c) Discharge of surface water from the private drain into the ordinary watercourse south of the site.

The mitigation measures shall be fully implemented prior to occupation and maintained in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority.

REASON: To reduce the risk and impact of flooding by ensuring the satisfactory storage and disposal of surface water from the site; and to ensure surface water can be managed in a sustainable manner in accordance with Policy R7 and R10 of the Welwyn Hatfield District Plan 2005; Policy SADM14 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

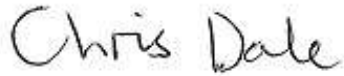
20. Upon completion of the drainage works for the site in accordance with the timing, phasing arrangements, a management and maintenance plan for the SuDS features and drainage network must be submitted to and approved in writing by the Local Planning Authority. The management and maintenance plan shall include:
- a) Provision of complete set of as built drawings for site drainage;
 - b) Maintenance and operational activities.
 - c) Arrangements for adoption and any other measures to secure the operations of the scheme throughout its lifetime.

REASON: To reduce the risk and impact of flooding by ensuring the satisfactory storage and disposal of surface water from the site; and to ensure surface water can be managed in a sustainable manner in accordance with Policy R7 and R10 of the Welwyn Hatfield District Plan 2005; Policy SADM14 of

the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

1. POSITIVE AND PROACTIVE STATEMENT

The decision has been made taking into account, where practicable and appropriate the requirements of paragraph 38 of the National Planning Policy Framework and material planning considerations do not justify a decision contrary to the development plan (see Officer's report which can be viewed on the Council's website or inspected at these offices).



Christopher Dale
Head of Planning

To: Mrs Laura Fletcher-Gray
Savills
33 Margaret Street
London
W1G 0JD

Important – Planning permission and notices of consent

Compliance with conditions

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

For advice on any of these matters, please contact the duty planning officer or the case officer at Welwyn Hatfield Borough Council, Campus East, The Campus, Welwyn Garden City, AL8 6AE or by email planning@welhat.gov.uk between 0900 – 1100 daily.

Notice of Decision
Town and Country Planning Act 1990
Town and Country Planning (Development
Management Procedure) (England) Order 2015
Approval of Permission for Development

To: Mrs Laura Fletcher-Gray

Application No: 6/2022/1774/RM

Date of Approval: 10 March 2023

WELWYN HATFIELD BOROUGH COUNCIL, in pursuance of powers under the above mentioned act, hereby GRANT, subject to the development beginning not later than 2 years from the date hereof to: -

Development: Approval of reserved matters (appearance, landscaping, layout and scale) following outline planning permission S6/2015/1342/PP for 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. In addition, to approve details for Condition 9 (refuse and recycling), Condition 10 (noise), Condition 11 (air quality) and Condition 16 (LEMP).

At Location: Land to the north east of King George V Playing Fields Northaw Road East Hertfordshire Cuffley EN6 4RD

Applicant: Ms Fiona Flaherty, Bellway Homes (North London) Ltd

Application Date: 27 August 2022

In accordance with the conditions listed below: -

DRAWING NUMBERS

1. Approved Drawings and Documents

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

Plan Number	Revision Number	Details	Received Date
P1848.08		Location plan	27 July 2022
P1848.AR+.104		AR + Type Elevations - Board	19 October 2022
P1848.BA.101		BA Type Floor and Roof plans	19 October 2022
P1848.BLK1.108		Block 1 Side Elevation	19 October 2022
P1848.BLK2.101		Block 2 Ground Floor plan	19 October 2022
P1848.BLK2.106		Block 2 Side Elevation	19 October 2022

P1848.BLK3.101		Block 3 Ground Floor plan	19 October 2022
P1848.BLK3.108		Block 3 Side Elevation	19 October 2022
P1848.BM.103		BM Type Elevations - Tile Hung	19 October 2022
P1848.CN.101		CN Type Plans and Elevations	19 October 2022
P1848.CN1.101		CN Type Plans and Elevations	19 October 2022
P1848.CT.101	A	CT Type Floor and Roof plans	19 October 2022
P1848.CT.102	A	CT Type Elevations - Brick	19 October 2022
P1848.ED.01		Entrance Detail	19 October 2022
P1848.FO.103		FO Type Elevations - Tile Hung	19 October 2022
P1848.FR.101		FR Type Floor and Roof plans	19 October 2022
P1848.FR.102		FR Type Elevations - Board	19 October 2022
P1848.GAR.101		Single Garages Plans & Elevations	19 October 2022
P1848.GAR.102		Pair Garage Plans & Elevations	19 October 2022
P1848.GAR.103		Substation Plans & Elevations	19 October 2022
P1848.GAR.104		Bin Store Plans & Elevations	19 October 2022
P1848.GAR.105		Cycle Store Plans & Elevations	19 October 2022
P1848.HA.101		HA Type Elevations - Brick	19 October 2022
P1848.HA.102		HA Type Elevations - Tile Hung	19 October 2022
P1848.HA.103		HA Type Elevations - Board	19 October 2022
P1848.HA1.101		HA1 Type Elevations - Brick	19 October 2022
P1848.PH.103		PH Type Elevations - Tile Hung	19 October 2022
P1848.PW.101		PW Type Floor and Roof plans	19 October 2022
P1848.PW.102		PW Type Elevations - Brick	19 October 2022

P1848.PW.103		PW Type Elevations - Tile Hanging	19 October 2022
P1848.RE+.101		RE + Type Floor and Roof plans	19 October 2022
P1848.RE+.102		RE + Type Elevations - Brick	19 October 2022
P1848.RE+.103		RE +Type Elevations - Tile Hung	19 October 2022
P1848.TH.101		TH Type Floor and Roof plans	19 October 2022
P1848.TH.102		TH Type Elevations - Brick	19 October 2022
P1848.TH1.101		TH1 Type Floor and Roof plans	19 October 2022
P1848.TH1.102		TH1 Type Elevations - Tile Hanging	19 October 2022
P1848.TI.101	A	T1 Type Floor and Roof plans	19 October 2022
P1848.TI.102	A	T1 Type Elevations - Brick	19 October 2022
P1848.TI1.101		TI1 Type Floor and Roof plans	19 October 2022
P1848.TI1.102		TI1 Type Elevations - Brick	19 October 2022
P1848.WE.101	A	WE Type Floor and Roof plans	19 October 2022
P1848.WE.102	A	WE Type Elevations - Brick	19 October 2022
P1848.WE.103		WE Type Elevations - Tile Hanging	19 October 2022
P1848.BA.102		BA Type Elevations - Brick	19 October 2022
P1848.BA.103		BA Type Elevations - Tile Hung	19 October 2022
P1848.BA1.101		BA1 Type Floor and Roof plans	19 October 2022
P1848.BA1.102		BA1 Type Elevations - Brick	19 October 2022
	A	Management Plan	25 January 2023
2080.7 / 02	B	Tree Strategy - Sheet 1 of 2	6 February 2023
2080.7 / 03	B	Tree Strategy - Sheet 2 of 2	6 February 2023
2080.7_01	E	Landscape General Arrangement Plan	6 February 2023

P1848.BM.101	A	BM Type Floor and Roof plans	6 February 2023
P1848.SS.101	D	Streetscenes Sheet 1 of 3	6 February 2023
P1848.HA2.101		HA2 Type Plans & Elevations - Brick	6 February 2023
141386C/PD06	B	Preferred Cycle and Pedestrian Priority Crossings	6 February 2023
P1848.CS.101		Cross Section NorthEast/SouthWest	18 November 2022
P1848.AR+.102	A	AR + Type Elevations - Brick	13 January 2023
P1748.AR+.101	B	AR + Type Floor and Roof plans	13 January 2023
P1848.FO.102	A	FO Type Elevations - Brick	13 January 2023
P1848.FO.101	A	FO Type Floor and Roof plans	13 January 2023
P1848.BLK1.103	A	Block 1 Second Floor plan	13 January 2023
P1848.AR+.103	A	AR + Type Elevations - Tile Hung	13 January 2023
P1848.BLK1.102	A	Block 1 First Floor plan	13 January 2023
P1848.BLK1.101	A	Block 1 Ground Floor plan	13 January 2023
P1848.BLK1.104	A	Block 1 Roof plan	13 January 2023
P1848.BLK1.105	B	Block 1 Front Elevation	13 January 2023
P1848.BLK1.106	A	Block 1 Side Elevation	13 January 2023
P1848.BLK1.107	B	Block 1 Rear Elevation	13 January 2023
P1848.BLK2.102	A	Block 2 First Floor plan	13 January 2023
P1848.BLK2.103	A	Block 2 Second Floor plan	13 January 2023
P1848.BLK2.104	A	Block 2 Roof plan	13 January 2023
P1848.BLK2.105	A	Block 2 Front Elevation	13 January 2023
P1848.BLK2.107	A	Block 2 Rear Elevation	13 January 2023
P1848.BLK2.108	A	Block 2 Side Elevation	13 January 2023
P1848.BLK3.102	A	Block 3 First Floor plan	13 January 2023
P1848.BLK3.103	A	Block 3 Second Floor plan	13 January 2023
P1848.BLK3.104	A	Block 3 Roof plan	13 January 2023
P1848.BLK3.105	A	Block 3 Front Elevation	13 January 2023

P1848.BLK3.106	A	Block 3 Side Elevation	13 January 2023
P1848.BLK3.107	A	Block 3 Rear Elevation	13 January 2023
P1848.CO.101	A	CO Type Plans and Elevations - Brick - Semidetached	13 January 2023
P1848.CO.102	A	CO Type Plans and Elevations - Tile-Semidetached	13 January 2023
P1848.RE.102	C	RE Type Elevations - Brick	13 January 2023
P1848.CO1.101	A	CO1 Type Plans and Elevations - Brick - Mid-terrace	13 January 2023
P1848.PH.101	B	PH Type Floor and Roof plans	13 January 2023
P1848.PH.102	B	PH Type Elevations - Brick	13 January 2023
P1848.PK.101	A	PK Type Floor and Roof plans	13 January 2023
P1848.PK.102	A	PK Type Elevations - Brick	13 January 2023
P1848.PK.103	A	PK Type Elevations - Board	13 January 2023
P1848.PK.104	A	PK Type Elevations - Tile Hung	13 January 2023
P1848.RE.101	C	RE Type Floor and Roof plans	13 January 2023
P1848.SS.103	B	Streetscenes Sheet 3 of 3	13 January 2023
P1848.SS.102	C	Streetscenes Sheet 2 of 3	13 January 2023
P1848.01	Y	Planning Layout	10 February 2023
P1848.02	Q	Materials layout	10 February 2023
P1848.03	S	Heights layout	10 February 2023
P1848.04	Q	Tenure layout	10 February 2023
P1848.05	R	Parking layout	10 February 2023
P1848.07	Q	Enclosures layout	10 February 2023
		BA TYPE - THE BAKER-BINS	10 February 2023
		HA TYPE - HARPER-BINS	10 February 2023
P1848.06	S	Refuse Layout	14 February 2023

141386C/PD02	D	Forward Visibility	14 February 2023
141386C/PD05		Visibility Overview - Impact on Property Boundaries	14 February 2023
141386C/PD03	D	Junction Visibility	14 February 2023

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

PRIOR TO COMMENCEMENT

1. Landscaping Scheme

No development shall commence until full details on a suitably scaled plan of both hard and soft landscape works have been submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall not be carried out other than in accordance with the approved details. The landscaping details to be submitted shall include:-

- a) means of enclosure and boundary treatments, including bin collection point kerbing and enclosures;
- b) vehicle and pedestrian access and circulation areas;
- c) hard surfacing, other hard landscape features and materials;
- d) existing trees, hedges or other soft features to be retained and a method statement showing tree protection measures to be implemented for the duration of the construction;
- e) planting plans, including specifications of species, sizes, planting centres, number and percentage mix, planting methods and details of seeding or turfing;
- f) management and maintenance details, including time period for which the developer is responsible for the maintenance and replacement planting for any failures; and
- g) details of enhanced boundary landscaping to the north of the site adjacent to Greenfields and Cuffley School and to the south of the site abutting the Hertfordshire Way.

REASON: The landscaping of this site is required to protect and enhance the existing visual character of the area and to reduce the visual and environmental impacts of the development hereby permitted in accordance with Policies D1, D2 & D8 of the Welwyn Hatfield District Plan 2005; Policies SP9, SADM11 & SADM16 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

2. Waste Management

No development shall take place until a Site Waste Management Plan (SWMP) for the site has been submitted to the Local Planning Authority and approved in consultation with the Waste Planning Authority. The SWMP should aim to reduce the amount of waste being produced on site and should contain

information including estimated and actual types and amounts of waste removed from the site and where that waste is being taken to. The development shall be carried out in accordance with the approved SWMP.

REASON: To promote sustainable development and to ensure measures are in place to minimise waste generation and maximise the on-site and off-site reuse and recycling of waste materials, in accordance with Policy R7 of the Welwyn Hatfield District Plan 2005; Policy 12 of the Hertfordshire Waste Core Strategy; and the National Planning Policy Framework.

3. Works in Proximity to the Operational Railway Environment

No development shall take place until a construction methodology has been submitted to and approved in writing by the Local Authority. The construction methodology shall demonstrate consultation with the Asset Protection Project Manager at Network Rail. The development shall thereafter be carried out in accordance with the approved construction methodology unless otherwise agreed in writing by the Local Planning Authority. The methodology shall include:

- a) construction methodology;
- b) earthworks and excavations;
- c) use of crane, plant and machinery; and
- d) drainage and boundary treatments

REASON: To ensure that the development can be undertaken safely and without impact to operational railway safety due to the proximity of the proposed development to the operational railway boundary.

PRIOR TO ABOVE GROUND DEVELOPMENT

4. Samples and Schedule of Materials

No development above ground level shall take place until samples and a schedule of materials to be used in the construction of the external surfaces of the building hereby permitted, including that of the doors, and windows, are submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall not be carried out other than in accordance with the approved materials.

REASON: To ensure a satisfactory standard of development in the interests of visual amenity in accordance with Policies D1 & D2 of the Welwyn Hatfield District Plan 2005; Policies SP1 & SP9 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

PRIOR TO OCCUPATION

5. Visibility Splays

Prior to first occupation of the access roads, footways, shared footpath/cyclepaths, forecourts, driveways, and other vehicle parking/turning areas, the visibility splays as shown on drawing numbers 141386C/PD03 rev D,

141386C/PD05 and 141386C/PD02 rev D shall be in place, within which there shall be no vertical obstruction above 600mm in perpetuity.

REASON: To ensure adequate visibility for drivers and pedestrians across the site in the interests of highway safety in accordance with Policy 5 of Hertfordshire's Local Transport Plan (adopted 2018); Policy M14 of the Welwyn Hatfield District Plan 2005; Policy SADM3 & SADM12 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

6. Cycle Storage

Prior to the first occupation of the development hereby permitted, the provision of secure cycle parking shall be completed and made available for use in accordance with details/specifications as submitted and thereafter retained for this purpose.

REASON: To ensure the provision of adequate cycle parking that meets the needs of occupiers of the proposed development and in the interests of encouraging the use of sustainable modes of transport, in accordance with Policies 1, 5 & 8 of Hertfordshire's Local Transport Plan (adopted 2018); Policies M6, M14 & D1 of the Welwyn Hatfield District Plan 2005; Policy SADM3 & SADM12 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

7. Parking Allocation

Prior to the first occupation of the development hereby permitted, a scheme which shows the parking spaces allocated to each unit and those which are to be unallocated must be submitted to and approved in writing by the Local Planning Authority. The car parking allocation must be provided in accordance with the approved details and retained thereafter as parking spaces for occupants and visitors to the site.

REASON: To ensure that the spaces are allocated and provided prior to the occupation of the units in the interests of highway safety and in accordance in accordance with Policy M14 of the Welwyn Hatfield District Plan 2005; the Council's Supplementary Planning Guidance Parking Standards 2004; Interim Policy for Car Parking Standards and Garage Sizes 2014; and the National Planning Policy Framework.

8. Parking Area Surfaced

Prior to the first occupation of the development hereby permitted, all on site hardsurfaced areas shall be fully completed, and made available for use, in accordance with the indicative plans submitted, drawing numbers P1848.01 rev Y and 141386C/PD06 rev B, to the satisfaction of the Local Planning Authority. This includes access roads, footways, shared footpath/cyclepaths, forecourts, driveways, and other vehicle parking/turning areas, all of which must be accessible, surfaced, marked out and signed as shown on these plans. These hardsurfaced areas shall be retained and maintained in perpetuity thereafter.

REASON: To ensure a satisfactory standard of highway design and construction, to secure the free, safe and sustainable flow of all users of the site in the interests of highway safety in accordance with Policy 5 of Hertfordshire's Local Transport Plan (adopted 2018); Policy M14 of the Welwyn Hatfield District Plan 2005; Policy SADM3 & SADM12 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

9. Trespass Proof Fencing

Prior to the first occupation of the development hereby permitted, the developer must provide a suitable trespass proof fence adjacent to Network Rail's boundary (approx. 1.8m high) and make provision for its future renewal and maintenance. Network Rail's existing fencing/wall must not be removed or damaged.

REASON: In the interest of railway safety.

OTHERS

10. Removal of Permitted Development Rights

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking or re-enacting that Order with or without modification), no development within Class A & B of Part 1 of Schedule 2 shall take place unless permission is granted on an application made to the Local Planning Authority.

REASON: To enable the Local Planning Authority to fully consider the effects of development normally permitted by that order in the interests of residential and visual amenity in accordance with Policies D1 & D2 of the Welwyn Hatfield District Plan 2005; Policies SP9 & SADM11 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

11. Landscape Preparation

All agreed landscaping comprised in the approved landscaping scheme shall be carried out in the first planting and seeding seasons following the occupation of the first building, the completion of the development, or in agreed phases whichever is the sooner: and any plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species. All landscape works shall be carried out in accordance with the guidance contained in British Standards 8545: 2014.

REASON: To ensure proper implementation of the agreed landscape details in the interest of the amenity value of the development in accordance with Policies D1, D2 & D8 of the Welwyn Hatfield District Plan 2005; Policies SP9, SP10 & SADM11 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

12. Landscape and Ecological Management Plan

The development must not be carried out other than in accordance with the approved revision B of the Landscape and Ecological Management Plan dated January 2023, unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure habitats and species are safeguarded, and where appropriate enhanced, in accordance with Policy R11 of the Welwyn Hatfield District Plan 2005; SP10, SADM16 and SADM18 of the draft Local Plan Proposed Submission August 2016, and the National Planning Policy Framework.

13. Refuse and Recycling

The development must not be carried out other than in accordance with the approved refuse layout plan (P1848.06 S) dated 14th February 2022, unless otherwise agreed in writing by the Local Planning Authority.

REASON: In order that the Local Planning Authority may be satisfied with the provisions for recycling facilities and refuse storage in the interest of safeguarding the amenities of neighbouring occupiers and the area in general in accordance with Policy D1 of the Welwyn and Hatfield District Plan 2005; Policy SADM12 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

14. Sound Insulation (including ventilation)

The development must not be carried out other than in accordance with the approved revision 1 of the Noise Assessment dated 16th August 2022, unless otherwise agreed in writing by the Local Planning Authority.

The approved scheme must be implemented prior to first occupation of the development and must be fully adhered to in perpetuity with the development.

REASON: To ensure that future occupiers of the development are not subject to unacceptable levels of noise due to transport sources, in accordance with Policy R19 of the Welwyn Hatfield District Plan 2005, Policy SADM18 of the draft Local Plan Proposed Submission August 2016, and the National Planning Policy Framework.

15. Air Quality

The development must not be carried out other than in accordance with the approved revision 1 of the Air Quality Assessment dated 17th August 2022, unless otherwise agreed in writing by the Local Planning Authority.

REASON: To protect the occupants of the new development from current pollution levels and to ensure that the development does not increase local pollution levels in accordance with Policies SD1 and R18 of the Welwyn Hatfield District Plan 2005; and the National Planning Policy Framework.

16. EV Charging Facilities

The development must not be carried out other than in accordance with the approved EV details as shown on plan P1848.05 R dated 10th February 2023, unless otherwise agreed in writing by the Local Planning Authority.

The approved EV charging facilities must be fully implemented and made available for use before the development is occupied and thereafter retained for this purpose.

REASON: To ensure the provision of adequate EV charging facilities in the interests of encouraging the use of sustainable modes of transport in accordance with Policies 5, 19 & 20 of Hertfordshire's Local Transport Plan (adopted 2018); Policies SP10, SADM3 & SADM12 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

17. Energy Efficiency Measures

The development must not be carried out other than in accordance with the approved Energy and Sustainability Statement dated August 2022, unless otherwise agreed in writing by the Local Planning Authority.

The approved energy efficiency measures must be fully installed in accordance with the approved details, made fully operational, prior to the occupation of the buildings and thereafter retained as such for their operational lifetime.

REASON: To ensure that the development contributes towards sustainable development and energy efficiency and maximises energy conservation and/or opportunities for renewable energy and low carbon energy supply in the interest of tackling climate change and creating sustainable development in accordance with Policies SD1, R3 & R4 of the Welwyn Hatfield District Plan 2005; Policies SP1, SP10 & SADM13 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

18. External Lighting

The external lighting shall be undertaken in accordance with the scheme submitted and which has previously been approved under reference 6/2022/2849/COND, unless otherwise agreed in writing by the Local Planning Authority.

The external lighting scheme shall apply to the construction phase and the occupation phase of the development. All external lighting (temporary or permanent) must be installed in accordance with the specifications and locations set out in the strategy, and these must be maintained thereafter in accordance with the strategy. No other external lighting shall be installed, other than within a residential curtilage, without prior consent from the Local Planning Authority.

REASON: To help create a safe place and assist with the reduction of the fear of crime; to protect the living conditions of future occupiers and neighbouring

properties in terms of light spill, to eliminate the potential for train drivers to be dazzled and to ensure habitats and species are safeguarded, in accordance with Policies D1, D7, R11 & R20 of the Welwyn Hatfield District Plan 2005; Policies SP9, SADM16 & SADM18 of the draft Local Plan Proposed Submission August 2016; and the National Planning Policy Framework.

1. POSITIVE AND PROACTIVE STATEMENT

The decision has been made taking into account, where practicable and appropriate the requirements of paragraph 38 of the National Planning Policy Framework and material planning considerations do not justify a decision contrary to the development plan (see Officer's report which can be viewed on the Council's website or inspected at these offices).

Informative(s)

1. This permission does not convey any consent which may be required under any legislation other than the Town and Country Planning Acts. Any permission required under the Building Regulations or under any other Act, must be obtained from the relevant authority or body e.g. Fire Officer, Health and Safety Executive, Environment Agency (Water interest etc. Neither does this permission negate or override any private covenants which may affect the land.
2. The development will involve the numbering of properties and/or the naming of new streets. The applicant **MUST** contact Welwyn Hatfield Borough Council, Environmental Services (01707 357 000) before any name or number is proposed. This is a requirement of the Public Health Act 1875 and Public Health (Amendment) Act 1907.
3. The planning authority has determined the application on the basis of the information available to it but this does not warrant or indicate that the application site is safe or stable or suitable for the development proposed, or that any nearby land is structurally stable. The responsibility for safe and suitable development rests upon the developer and/or land owner and they should take expert advice from properly qualified experts to ensure that the historic chalk mining activities in the area will not adversely affect the development.
4. All operations, including the use of cranes or other mechanical plant working adjacent to Network Rail's property, must at all times be carried out in a "fail safe" manner such that in the event of mishandling, collapse or failure, no materials or plant are capable of falling within 3.0m of the nearest rail of the adjacent railway line, or where the railway is electrified, within 3.0m of overhead electrical equipment or supports. With a development of a certain height that may/will require use of a crane, the developer must bear in mind the following. Crane usage adjacent to railway infrastructure is subject to stipulations on size, capacity etc. which needs to be agreed by the Asset Protection Project Manager prior to implementation.

5. All excavations/ earthworks carried out in the vicinity of Network Rail property/ structures must be designed and executed such that no interference with the integrity of that property/ structure can occur. If temporary works compounds are to be located adjacent to the operational railway, these should be included in a method statement for approval by Network Rail. Prior to commencement of works, full details of excavations and earthworks to be carried out near the railway undertaker's boundary fence should be submitted for the approval of the Local Planning Authority acting in consultation with the railway undertaker and the works shall only be carried out in accordance with the approved details. Where development may affect the railway, consultation with the Asset Protection Project Manager should be undertaken. Network Rail will not accept any liability for any settlement, disturbance or damage caused to any development by failure of the railway infrastructure nor for any noise or vibration arising from the normal use and/or maintenance of the operational railway. No right of support is given or can be claimed from Network Rail infrastructure or railway land.
6. Where vibro-compaction machinery is to be used in development, details of the use of such machinery and a method statement should be submitted for the approval of the Local Planning Authority acting in consultation with the railway undertaker prior to the commencement of works and the works shall only be carried out in accordance with the approved method statement.
7. The developer/applicant must ensure that their proposal, both during construction, and after completion of works on site, does not affect the safety, operation or integrity of the operational railway, Network Rail and its infrastructure or undermine or damage or adversely affect any railway land and structures. There must be no physical encroachment of the proposal onto Network Rail land, no over-sailing into Network Rail airspace and no encroachment of foundations onto Network Rail land and soil. There must be no physical encroachment of any foundations onto Network Rail land. Any future maintenance must be conducted solely within the applicant's land ownership. Should the applicant require access to Network Rail land then must seek approval from the Network Rail Asset Protection Team. Any unauthorised access to Network Rail land or airspace is an act of trespass and we would remind the council that this is a criminal offence (s55 British Transport Commission Act 1949). Should the applicant be granted access to Network Rail land then they will be liable for all costs incurred in facilitating the proposal.
8. The applicant is advised that no development (including demolition) should commence until wheel-cleaning apparatus to prevent the deposit of debris, mud etc on the highway has been agreed with the Highway Authority. Hertfordshire County Council Transport Planning and Policy can be contacted on 03001234040.
9. Any damage to the grass verges caused by the development/works hereby approved is the responsibility of the applicant and must be re-instated to their original condition, within one month of the completion of the development/works. If damage to the verges are not repaired then the Council

and/or Highway Authority will take appropriate enforcement action to remedy any harm caused.

10. This planning permission gives no entitlement to affect any public rights of way or established highway within the application site. Any diversion, extinguishment, stopping up or creation of a public right of way may need its own Order under the Highways Act 1984 or The Town and Country Planning Act 1990 (As amended) before any works affecting the rights of way can be commenced. For further information, please contact the local planning authority on 01707 35700, or Hertfordshire County Council, Environment Department on 01992 555555.
11. All works to be undertaken on the adjoining highway shall be constructed to the satisfaction of the Highway Authority and in accordance with Hertfordshire County Council publication Roads in Hertfordshire - A Guide for New Developments and by a contractor who is authorised to work in the public highway. Before proceeding with the proposed development, the applicant should contact the Mid West Hertfordshire Area Office (01727 816025) to obtain their permission and requirements.
12. As from 6th April 2008 a site waste management plan is required by law for all construction projects that are worth more than £300,000. This aim is to reduce the amount of waste produced on site and should contain information including types of waste removed from the site and where that waste is being taken. Projects over £500,000 may require further information. However a good practice template can be found at www.smartwaste.co.uk or www.wrap.org.uk/construction/toolsandguidance/sitewastemanagementplanning/index.html. For further information on this, please contact Hertfordshire County Council on 01992 556254.
13. The applicant is advised that the storage of materials associated with the construction of this development should be provided within the site on land which is not public highway, and the use of such areas must not interfere with the public highway. If this is not possible, authorisation should be sought from the Highway Authority before construction works commence. Further information is available via the County Council website at: <https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/business-and-developer-information/business-licences/business-licences.aspx> or by telephoning 0300 1234047.
14. It is an offence under section 137 of the Highways Act 1980 for any person, without lawful authority or excuse, in any way to wilfully obstruct the free passage along a highway or public right of way. If this development is likely to result in the public highway or public right of way network becoming routinely blocked (fully or partly) the applicant must contact the Highway Authority to obtain their permission and requirements before construction works commence. Further information is available via the County Council website at: <https://www.hertfordshire.gov.uk/services/highways-roads-and-pavements/business-and-developer-information/business-licences/business-licences.aspx>

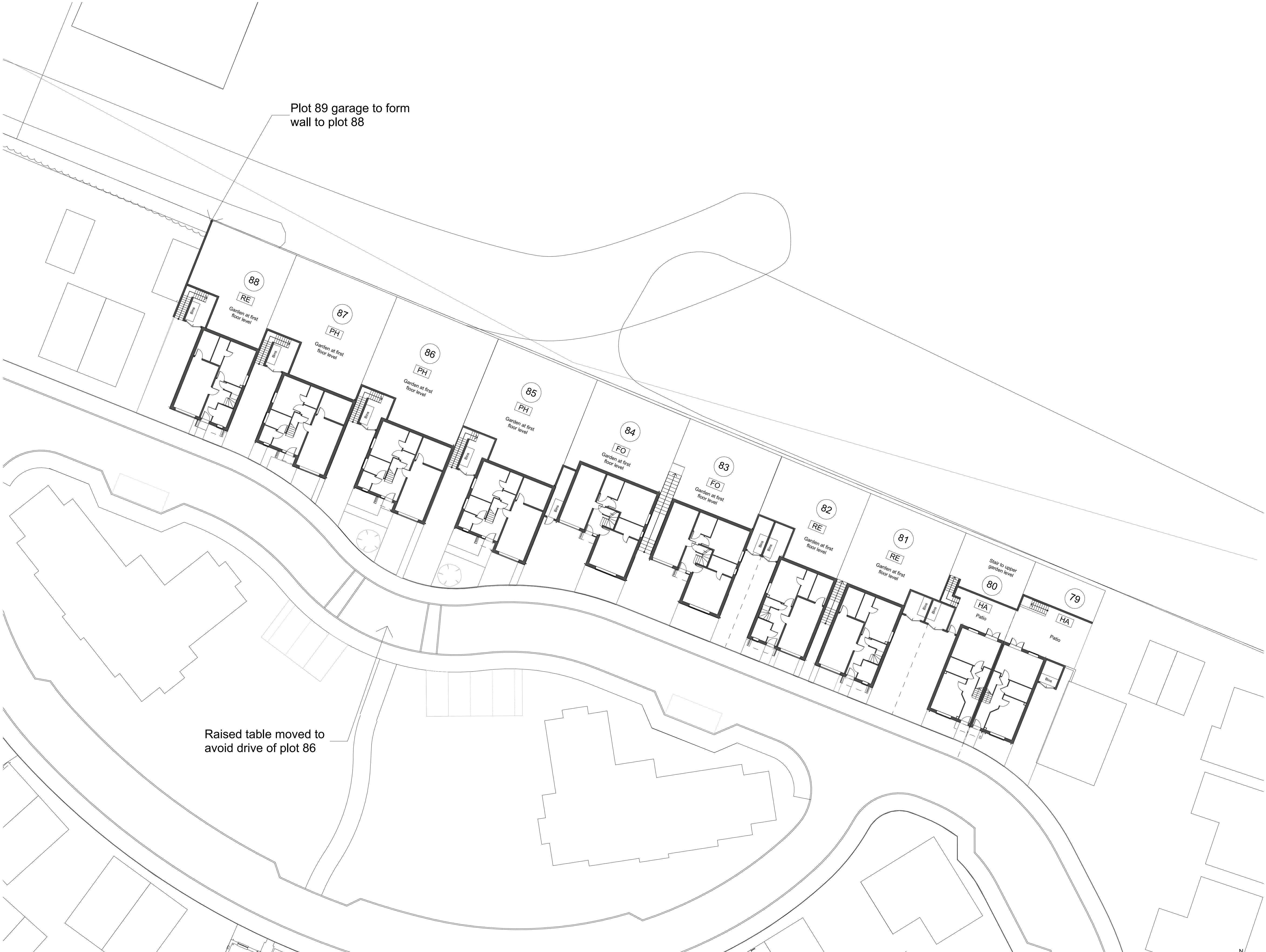
pavements/business-and-developer-information/business-licences/business-licences.aspx or by telephoning 0300 1234047.

15. It is an offence under section 148 of the Highways Act 1980 to deposit compost, dung or other material for dressing land, or any rubbish on a made up carriageway, or any or other debris on a highway to the interruption of any highway user. Section 149 of the same Act gives the Highway Authority powers to remove such material at the expense of the party responsible. Therefore, best practical means shall be taken at all times to ensure that all vehicles leaving the site during construction of the development and use thereafter are in a condition such as not to emit dust or deposit mud, slurry or other debris on the highway. Further information is available by telephoning 0300 1234047.



Chris Carter
Assistant Director (Planning)

Appendix B



KEY


— RM Application site boundary

Rev	Description	Drawn	Date
P01	Preliminary issue	AG	20/05/2024
P02	Preliminary issue	AG	21/05/2024
P03	Preliminary issue	AG	28/05/2024
P04	Preliminary issue	AG	30/05/2024



5.1.2 The Leather Market, Weston Street,
London, Southwark, SE1 3ER, UK

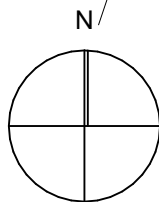
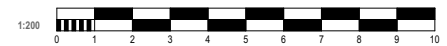
T: 0207 620 6255
E: info@gsa-studios.com
W: www.gsa-studios.com



Northaw Road East
Cuffley

GF Site Plan							
Originator project ref 1404	Purpose of Issue Design Development						
Scale(s) 1:200	Drawn By AG	Checked By RS					
Paper size A1	Revision description Preliminary						
project	originator	volume	level	type	role	number	revision
1404 - GSA - SW- 00 - DR - A - 1300							P04

Native word: GSA_Site_Plan



Appendix C



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

Trowers & Hamblins LLP
3 Bunhill Row
London
EC1Y 8YZ
t +44 (0)20 7423 8000
f +44 (0)20 7423 8001
www.trowers.com

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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 cost 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

13.1

13.1.1

13.1.2

13.1.3

"The obligations in this Agreement relate to and bind the Application Site in respect of which a new planning permission referenced [] 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

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

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
- (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

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 Lynch

Director/Secretary

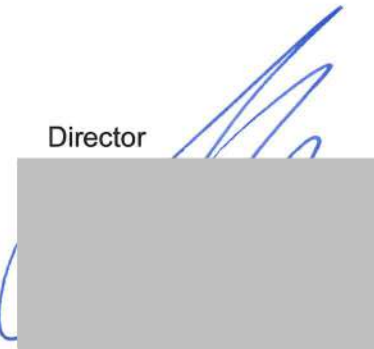
Executed as a deed by affixing the Common)
Seal of **Welwyn Hatfield Borough Council**)
in the presence of:)



Authorised Officer
Principal Lawyer
Legal Services Manager

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

Director



Director



Appendix 1 (Form of Notice)

Proforma Event Notification and Payment

Pursuant to Section 106 Agreement

dated

made between

Planning Permission Reference: S6/2015/1342/PP

HCC DU Reference: []

Site Address
.....

Site Owner Details:

Name:

Contact Name:

Address:
.....

Telephone No.

Mobile:

Email:

Events Being Notified

Commencement Date –
date:

Occupation of Development
(Number if relevant) – date:

Completion of Development
– date:

Compliance with obligation(s)**Schedule****Paragraph****Details of obligation and compliance****Payment of s106 contributions**

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
Example	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

GLENAYON HOUSE · 39 COMMON ROAD · CLAYGATE · SURREY · KT10 0HG
TEL: 01372 470 313 · E-MAIL: firsthome@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? If yes – Please give details	YES <input type="checkbox"/> NO <input type="checkbox"/>
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

“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:-

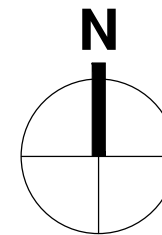
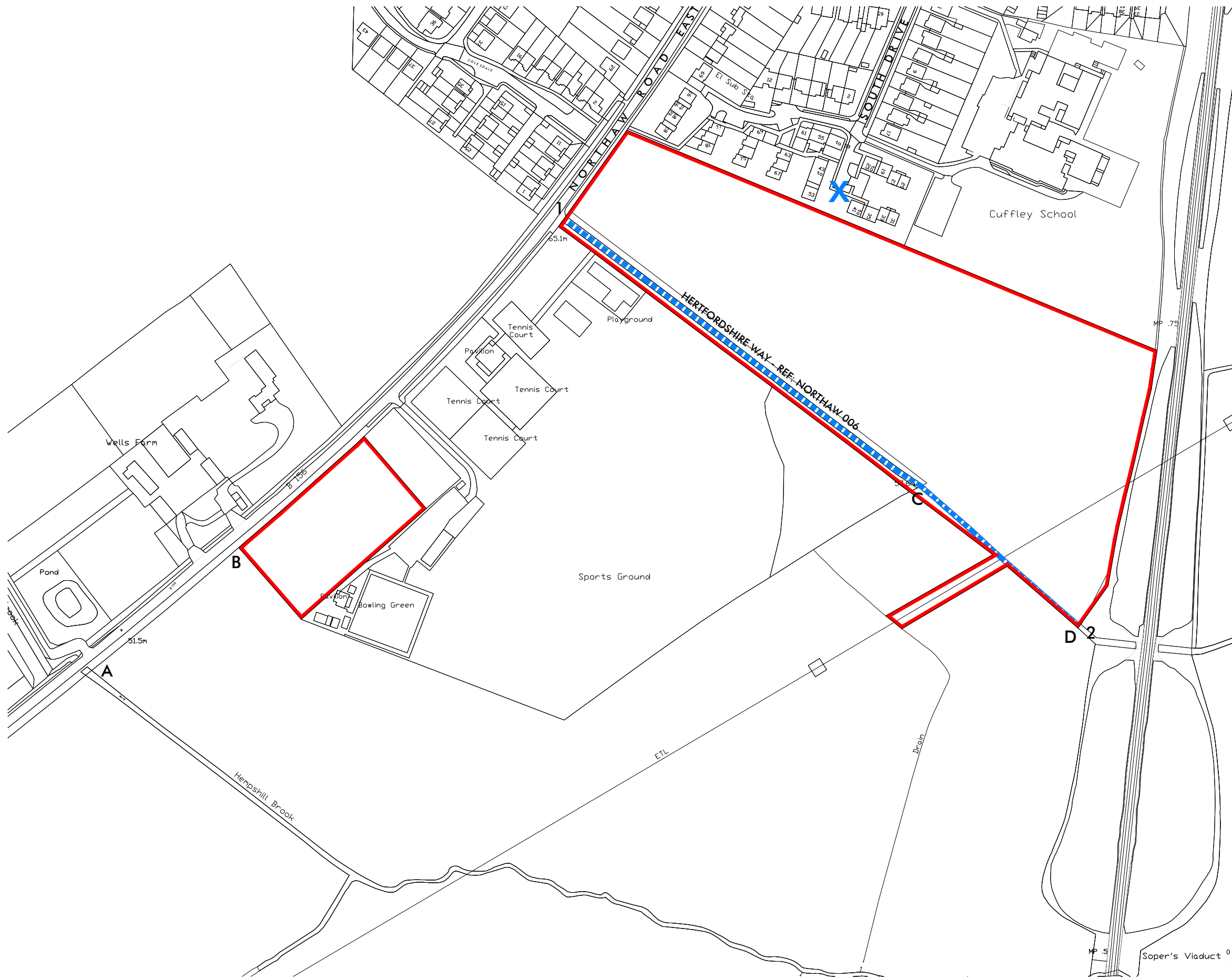
Authorised Signatory

Authorised Signatory

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

Authorised Officer

Appendix 4
Permissive Path Plan



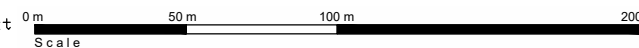
KEY:



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

A,B,C,D

POINT OF CONNECTIONS
FOR PERMISSIVE PATH

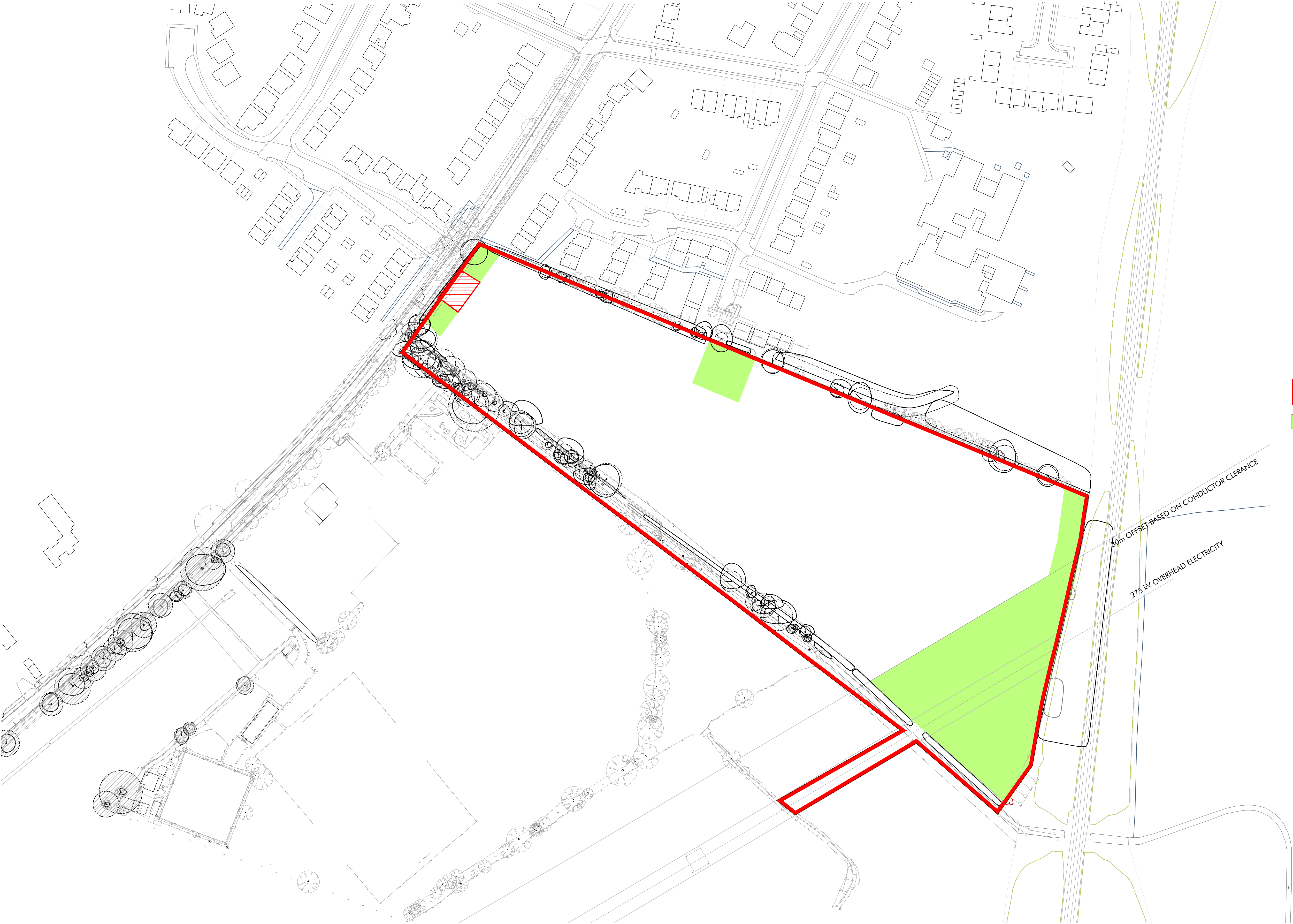


Client: LANDS IMPROVEMENT		Drawing Title: ACCESS IMPROVEMENT PLAN					Project No'	Class	Dwg No'	Rev
Project: NORTHAW ROAD EAST, CUFFLEY		Scale: 1:2500 @ A3	Revision B C D	Drawn RB MP MP	Check -- -- --	Date 15.08.16 13.01.22 21.01.22	2271	A	1101	D
CLASS: C - COLOURED, A - BLACK & WHITE STATUS: SK - SKETCH,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



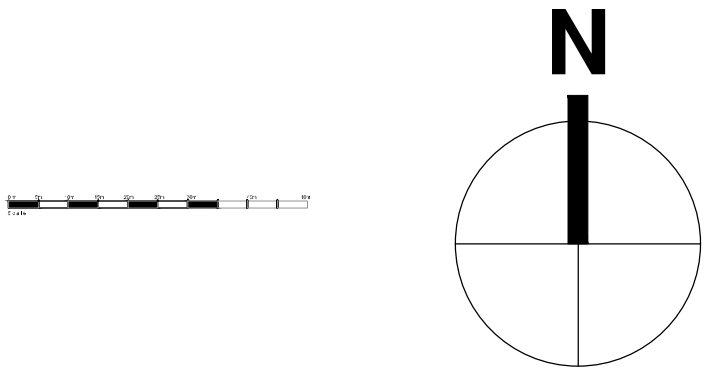
The Front Barn, 124 Manor Road North, Thames Diton, KT7 0BH
T: 01372 470 313 W: www.omega-architects.co.uk

Appendix 5
Open Space Plan



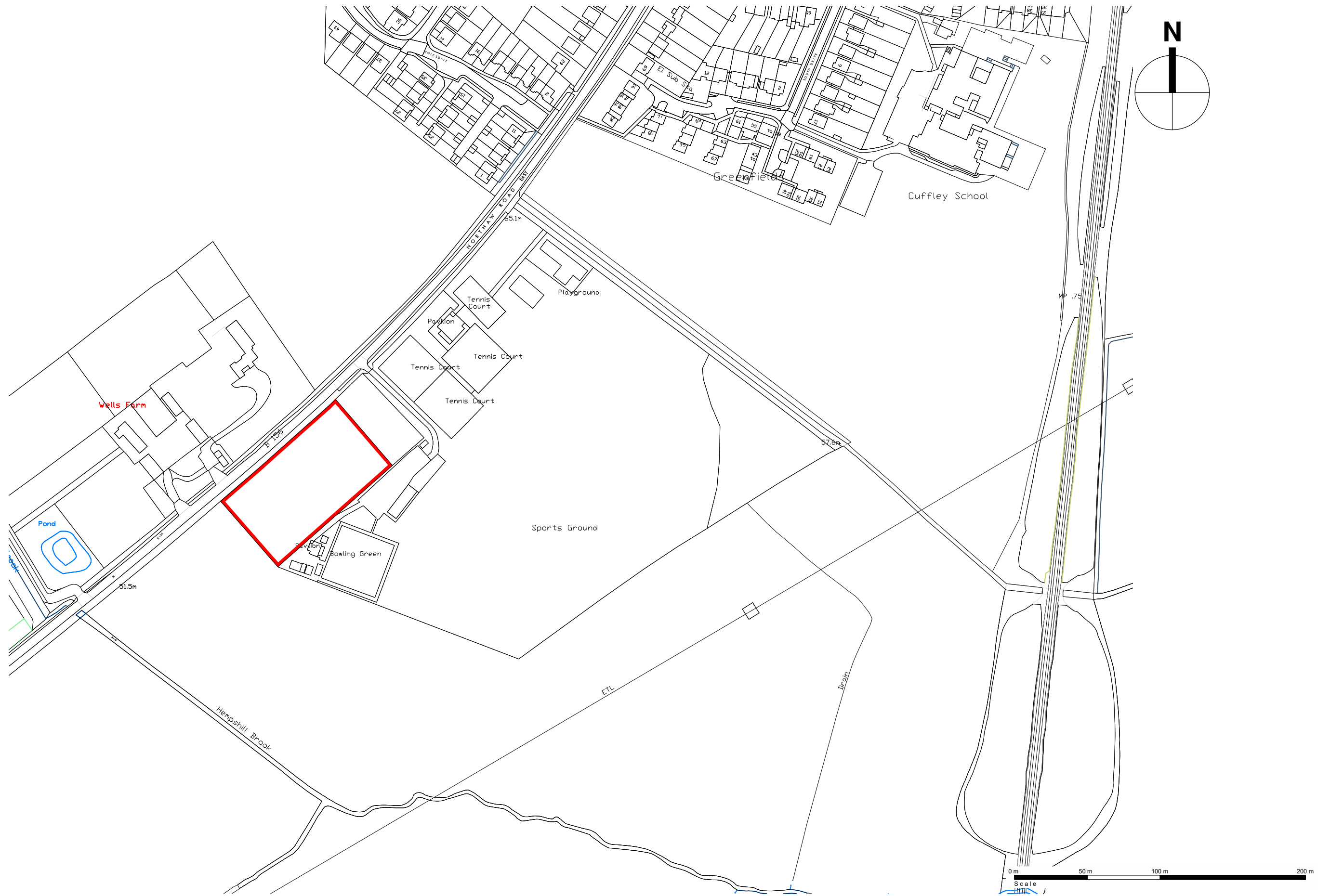
KEY:

-  MAIN ACCESS ZONE
(20m WIDE CONTAINING ROAD)
-  PUBLIC OPEN SPACE



Client: LANDS IMPROVEMENT		Drawing Title: STRATEGIC OPEN SPACE PLAN					Project No'		Class	Dwg No'	Rev
Project: NORTHAW ROAD EAST, CUFFLEY		Scale: 1:1000 @ A1	Revision A B	Drawn RB MP	Check PW --	Date 15.08.16 13.01.22	2271		SK	1404	B
The Front Barn, 124 Manor Road North, Thames Ditton, KT7 0BH T: 01372 470 313 W: www.omega-architects.co.uk							GUY C. COULSON A.I.A., RIBA A.F.R.S. DAVID SK. BATES R.P.A., RIBA A.F.R.S., A.I.A., RIBA A.F.R.S., A.I.A., RIBA A.F.R.S.				

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

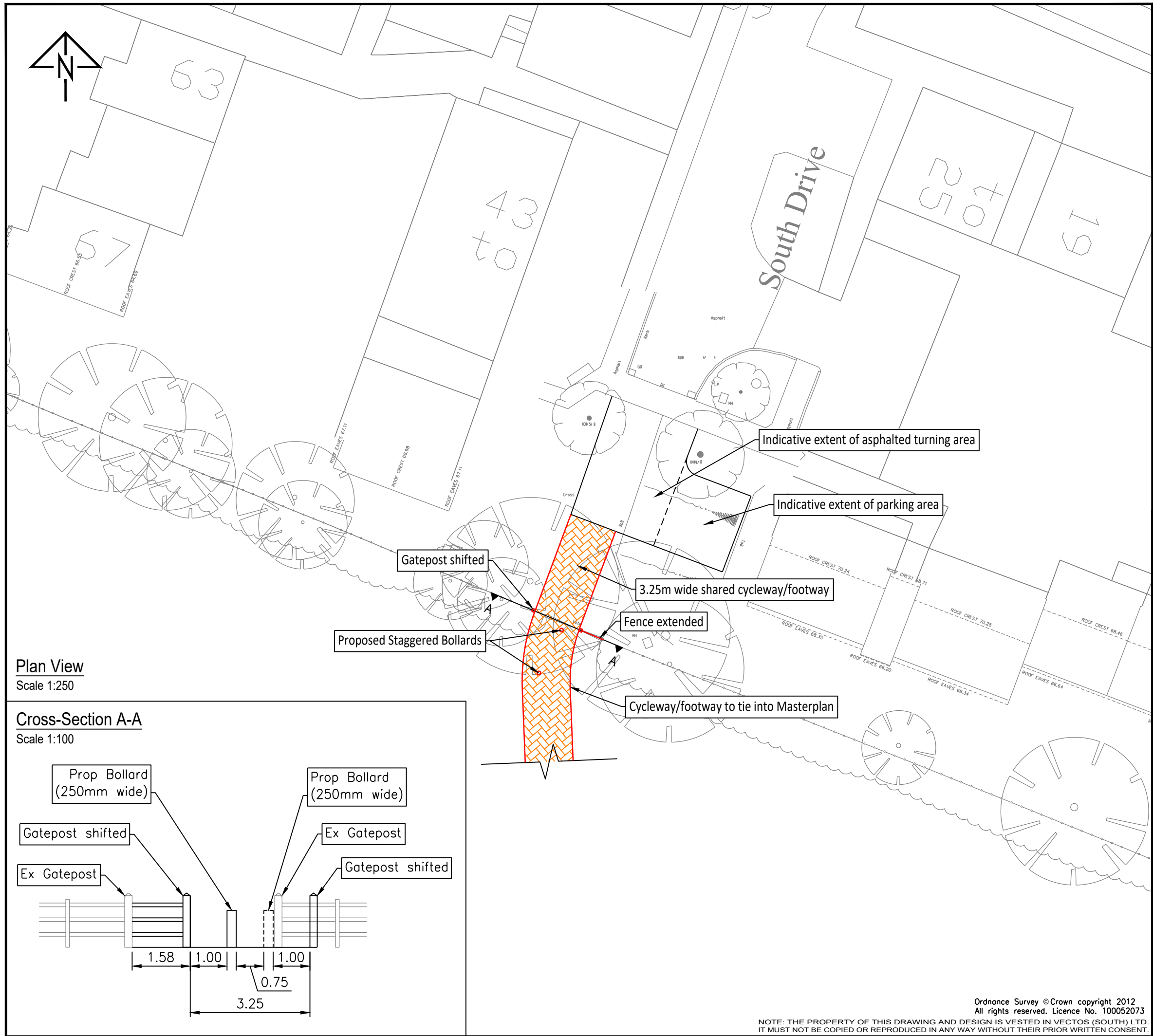
No. of bedrooms	1 bed	2 bed	3 bed	4 bed	5+ bed
	Contribution per dwelling				
Based on £160 (subject to Indexation in accordance with clause 10.1 of the Agreement) per head average occupancy	£220.80	£294.40	£368.00	£441.60	£515.20

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)
---	--

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:

1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.
3. 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
--------	----	----------	----	-------	------------

vectos.

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

DRAWING NUMBER:

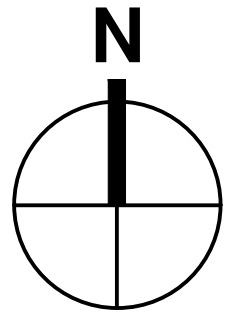
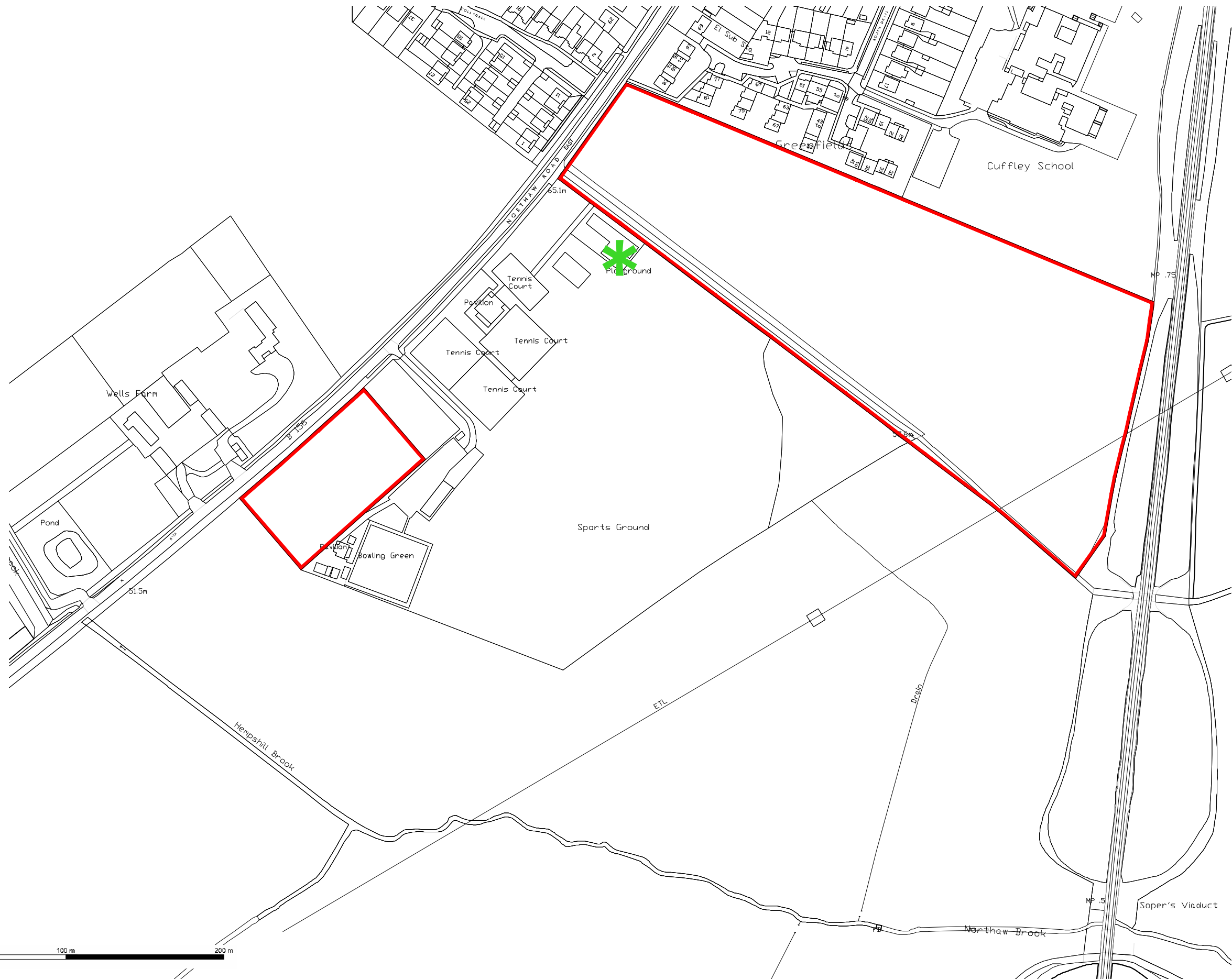
141386/A/51

REVISION:

A

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IT MUST NOT BE COPIED OR REPRODUCED IN ANY WAY WITHOUT THEIR PRIOR WRITTEN CONSENT.

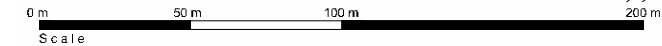
Appendix 10
Play Facilities Plan




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
<div><div>Omega Architects</div><div>The Front Barn, 124 Manor Road North, Thames Ditton, KT7 0BH T: 01372 470 313 W: www.omega-architects.co.uk</div></div> <div><small>C: ASS - C - C: COURTS, A - BLACK & WHITE STATUS: SC - SKETCH, PR - PRELIMINARY, PL - PLANNING, WD - WORKING DRAWINGS</small></div>											

Appendix 11

Permissive Path Licence

HERTFORDSHIRE COUNTY COUNCIL

PERMISSIVE PATH LICENCE

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:-)

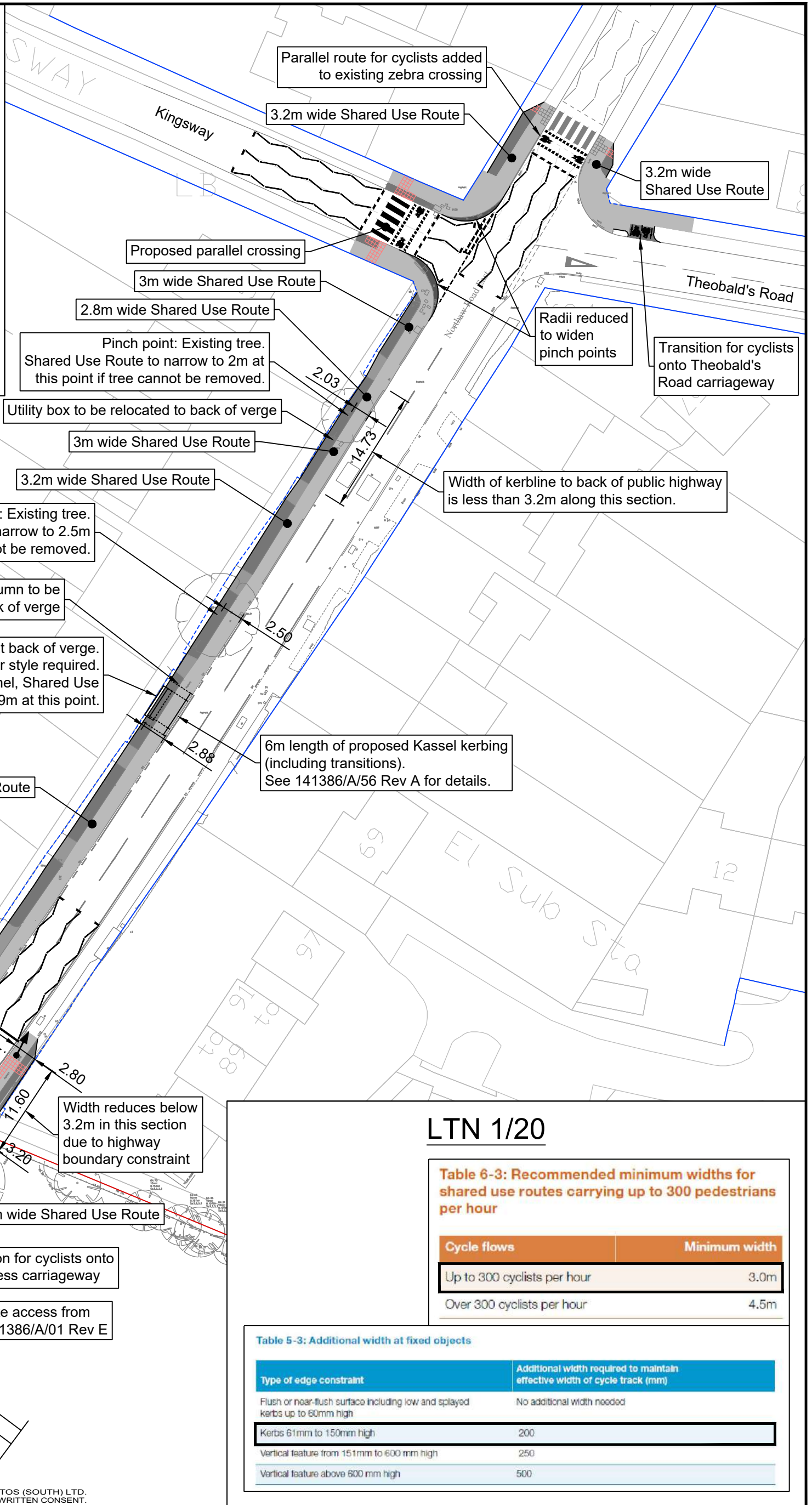
Chief Legal Officer/Assistant Chief Legal Officer

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		

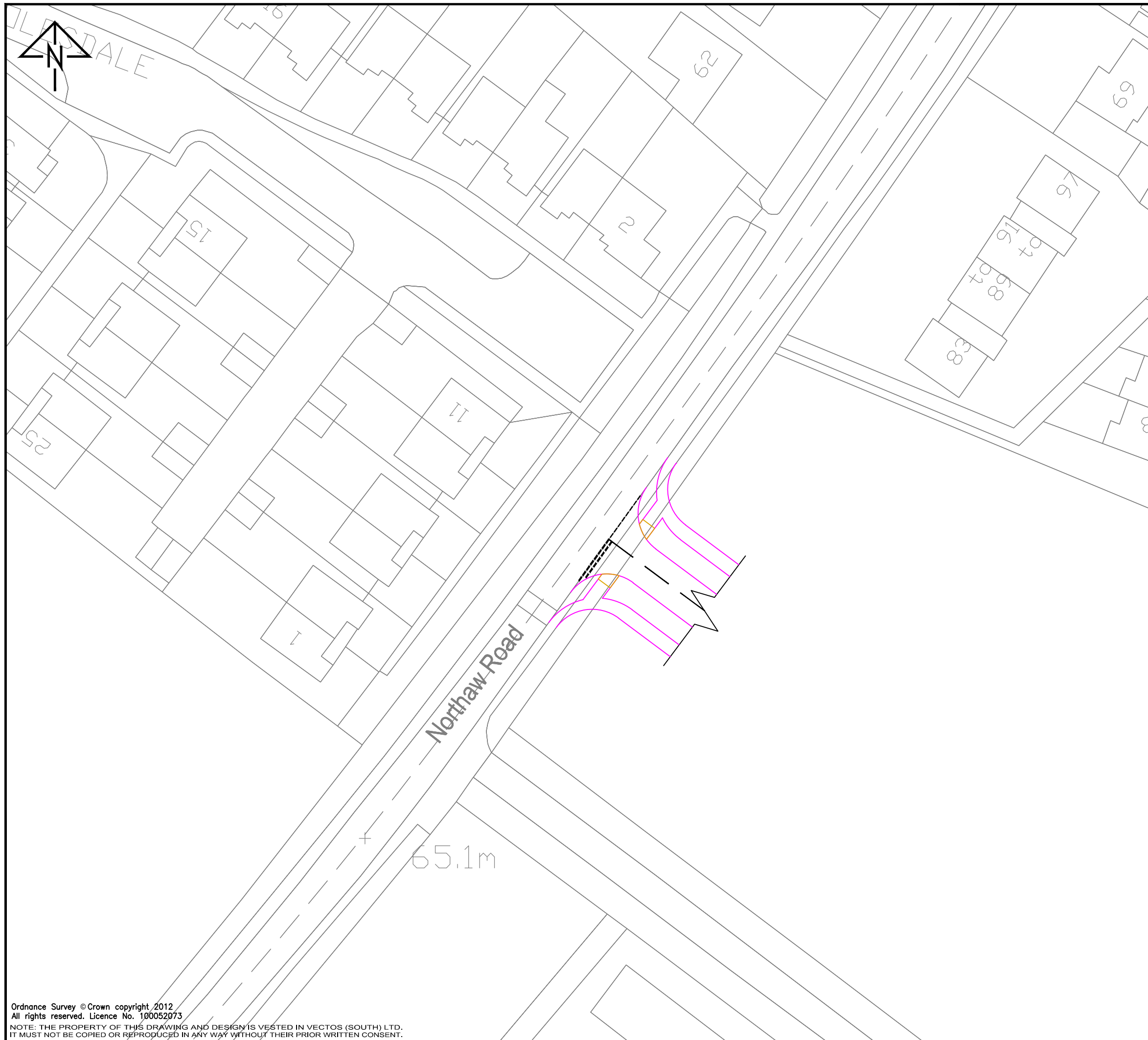
FLATS		
Number of bedrooms	A) Market & Shared Ownership*	B) Affordable Rent & Social rent*
1		
2		
3		
4+		
Total		

*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

Appendix D



Notes:

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

A	Tactiles shown	JM	MMcC	12/06/2015
REV.	DETAILS	DRAWN	CHECKED	DATE

CLIENT:

Lands Improvement

PROJECT:

Land to the north east of King George V Playing Fields


DRAWING TITLE:

Highways Layout for Determination Site Access

SCALES:

1:500 at A3

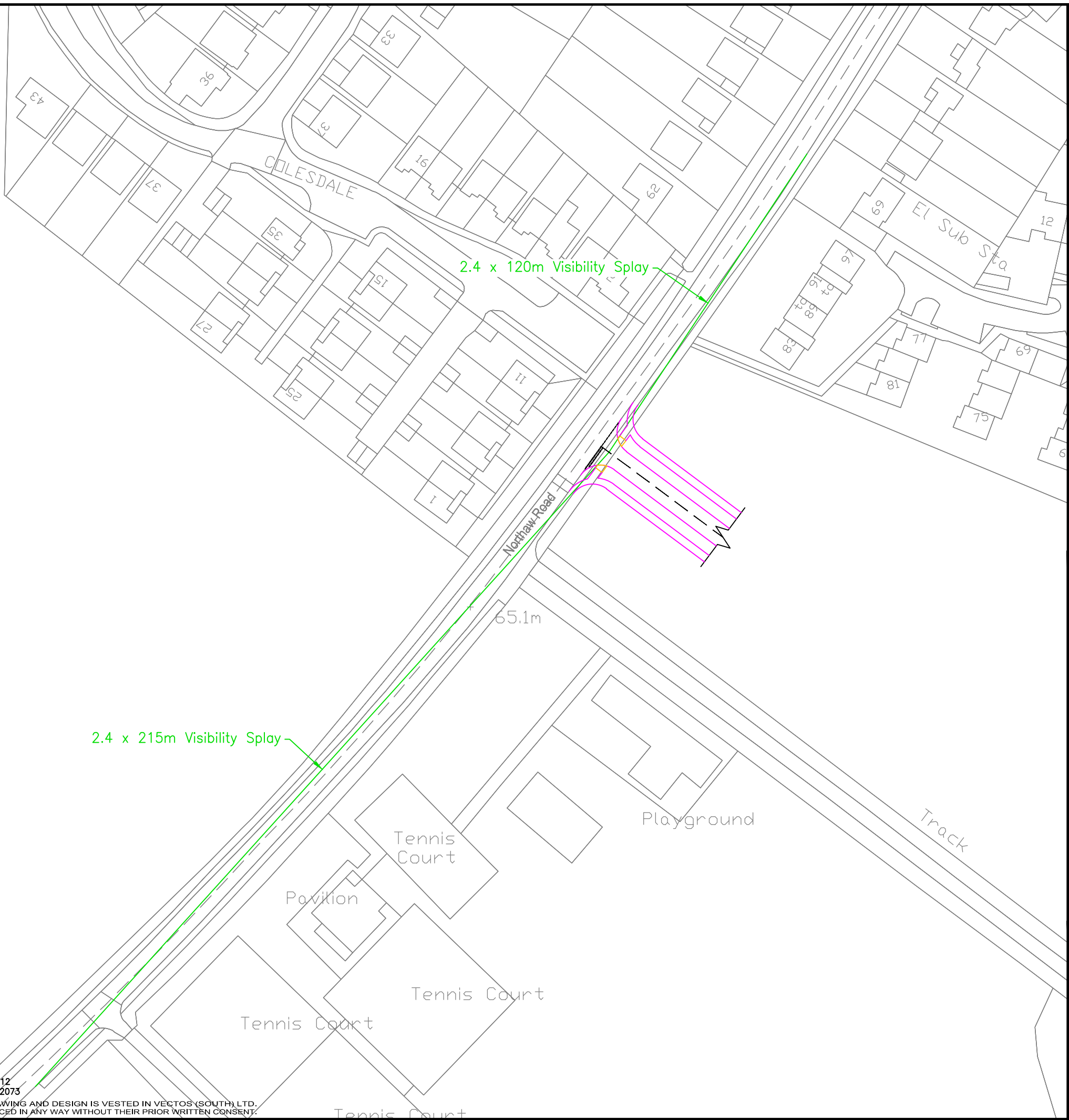
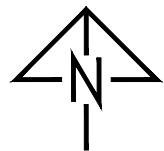
DRAWN:	JM	CHECKED:	MMcC	DATE:	21/05/2015
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transport planning specialists

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

DRAWING NUMBER:	141386/A/35	REVISION:	A
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- Notes:
1. This is not a construction drawing and is intended for illustrative purposes only.
 2. White lining is indicative only.
 3. Site Access design from 141386/A/01.

REV.	DETAILS	DRAWN	CHECKED	DATE

CLIENT:

Lands Improvement

PROJECT:

Land to the north east of King George V Playing Fields

DRAWING TITLE:

Proposed Site Access
Visibility Splays

SCALES:

1:1000 at A3

DRAWN:	JM	CHECKED:	MMcC	DATE:	17/11/2014
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Network Building, 97 Tottenham Court Road, London W1T 4TP
t: 020 7580 7373 e: enquiries@vectos.co.uk

DRAWING NUMBER:	141386/A/29	REVISION:	.
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Notes:

1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.
3. Site Access from 141386_A_01 Rev C.

12.1m Mercedes Econic 3233LL 8x4 chassis)
Overall Length 12.100m
Overall Width 2.490m
Overall Body Height 3.749m
Min Body Ground Clearance 0.302m
Track Width 2.490m
Lock to Lock Time 4.00s
Wall to Wall Turning Radius 11.250m

A	1:100 Scale insets added	JM	MMcC	25/06/2015
REV.	DETAILS	DRAWN	CHECKED	DATE

CLIENT:

Lands Improvement

PROJECT:

Land to the north east of King George V Playing Fields

DRAWING TITLE:

Swept Path Analysis
Site Access
Refuse

SCALES:

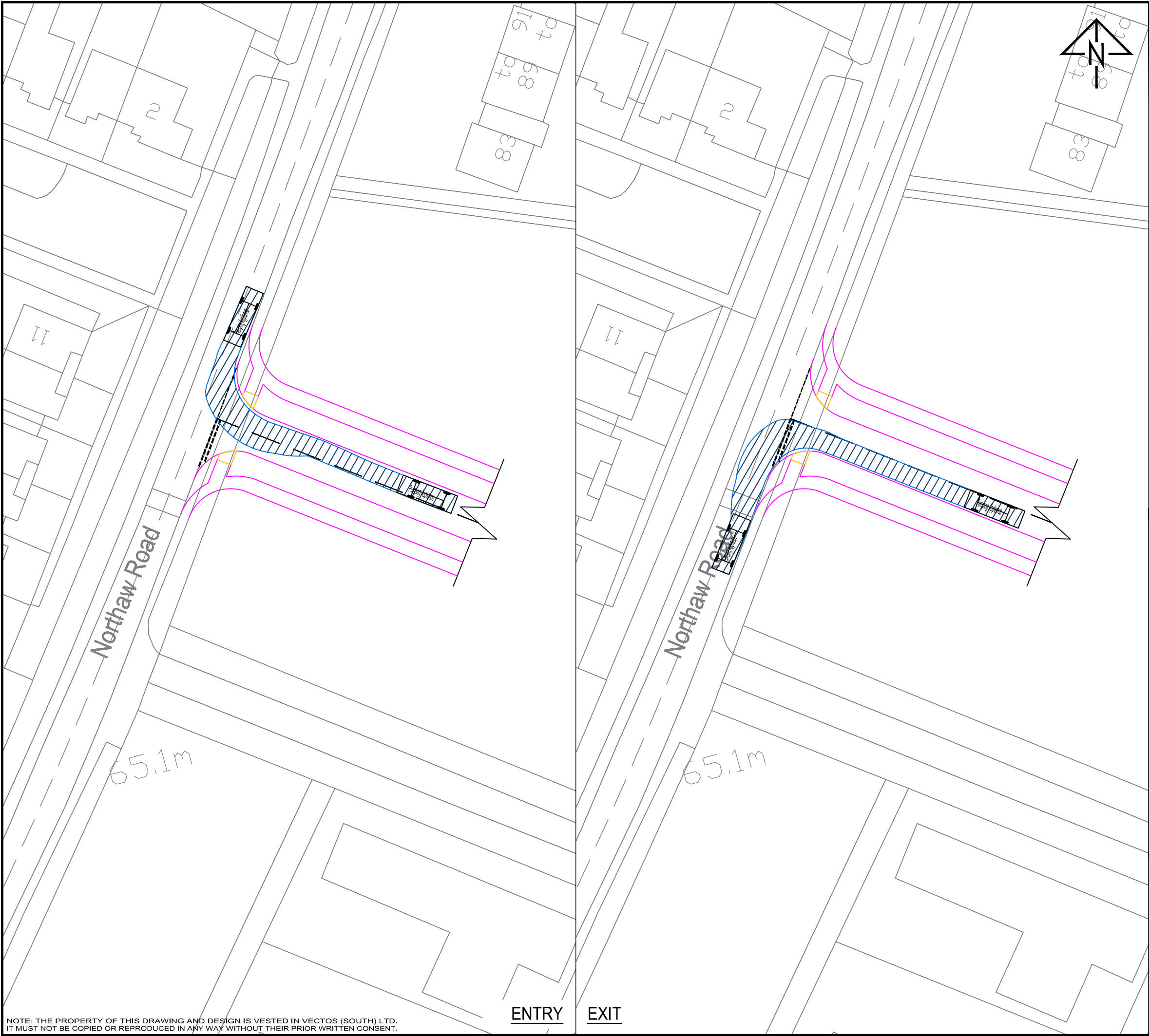
1:500 at A3

DRAWN: <p>JM</p>	CHECKED: <p>MMcC</p>	DATE: <p>17/11/2014</p>
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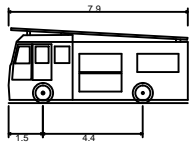
transport planning specialists

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

DRAWING NUMBER: <p>141386/AT/G01</p>	REVISION: <p>A</p>
---	---------------------------



- Notes:
1. This is not a construction drawing and is intended for illustrative purposes only.
 2. White lining is indicative only.
 3. Site Access from 141386_A_01 Rev C.



Pumping Appliance
Overall Length 7.900m
Overall Width 2.500m
Overall Body Height 3.300m
Min Body Ground Clearance 0.140m
Track Width 2.500m
Lock to Lock Time 4.00s
Kerb to Kerb Turning Radius 7.750m

REV.	DETAILS	DRAWN	CHECKED	DATE
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CLIENT:
Lands Improvement

PROJECT:
**Land to the north east of King
George V Playing Fields**

DRAWING TITLE:
**Swept Path Analysis
Site Access
Fire Tender**

SCALES:
1:500 at A3

DRAWN:	JM	CHECKED:	MMcC	DATE:	17/11/2014
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transport planning specialists

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

DRAWING NUMBER:	141386/AT/H01	REVISION:	.
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Appendix E

This drawing is to be read in conjunction with drawings prepared by the architects, structural engineers and service consultants and all other relevant details and information.


Any relevant or discrepancies must be reported immediately to the architect.

Do not scale: use figured dimensions only

dimensions must be verified by the main contractor before the commencement on site of any item of work or the preparation of shop drawings for their own work or that of sub-contractor or suppliers.


Allocated On Plot Parking
2.9x5m
10 spaces

On-plot Part M4(2) space
3.3x5m
10 no



Garage Parking
3x6m
8 spaces

Cycle storage
2 l/t space per unit

 Non allocated visitor parking in lay-bys
2 spaces

Electric Vehicle Provision
1 charging point per house
Wall mounted EV

Rev	Description	Drawn	Date
P01	Preliminary issue	AG	29/05/2024
P02	Preliminary Issue	AG	03/06/2024



**5.1.2 The Leather Market, Weston Street,
London, Southwark, SE1 3ER, UK**

T: 0207 620 6255
E: info@gsa-studios.com
W: www.gsa-studios.com

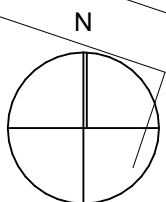


**Northaw Road East
Cuffley**

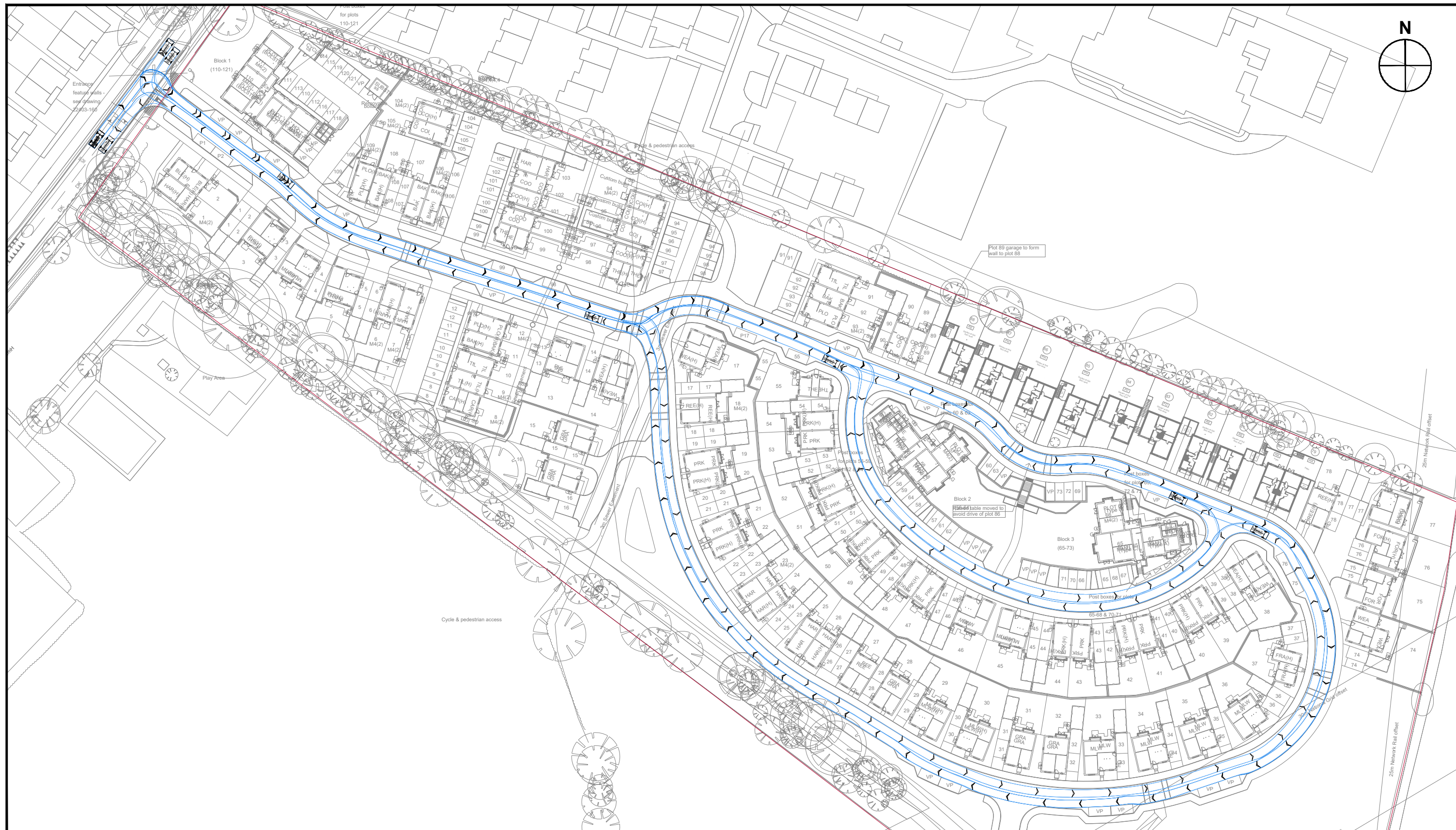
Parking Plan - Ground Floor

Originator project ref	Purpose of Issue	
1404	Design Development	
Scale(s)	Drawn By	Checked By
1:200	AG	RS
Paper size	Revision description	
A1	Preliminary	

project	originator	volume	level	type	role	number	revision
1404-GSA-SW-	00	-DR-A-	1215				P02



Appendix F



REV.	DETAILS	DRAWN	CHECKED	DATE
A	Updated layout	PP	BF	31.05.2024

Notes:

1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.
3. Based on GSA layout: Cuffley - GF Site Plan

Standard Design Vehicle (SDV)
Overall Length 4.800m
Overall Width 2.000m
Overall Body Height 1.950m
Min Body Ground Clearance 0.100m
Track Width 2.000m
Lock to lock time 4.00s
Wall to Wall Turning Radius 6.000m

INFORMATION ONLY

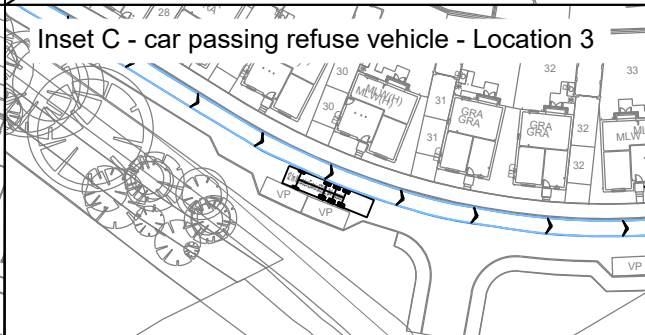
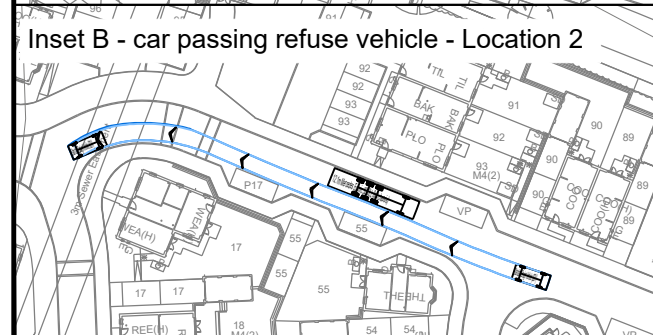
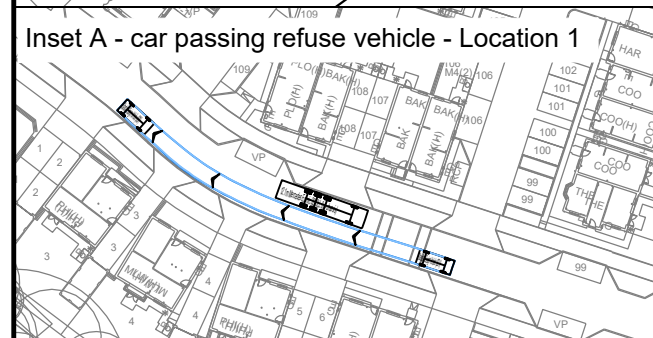
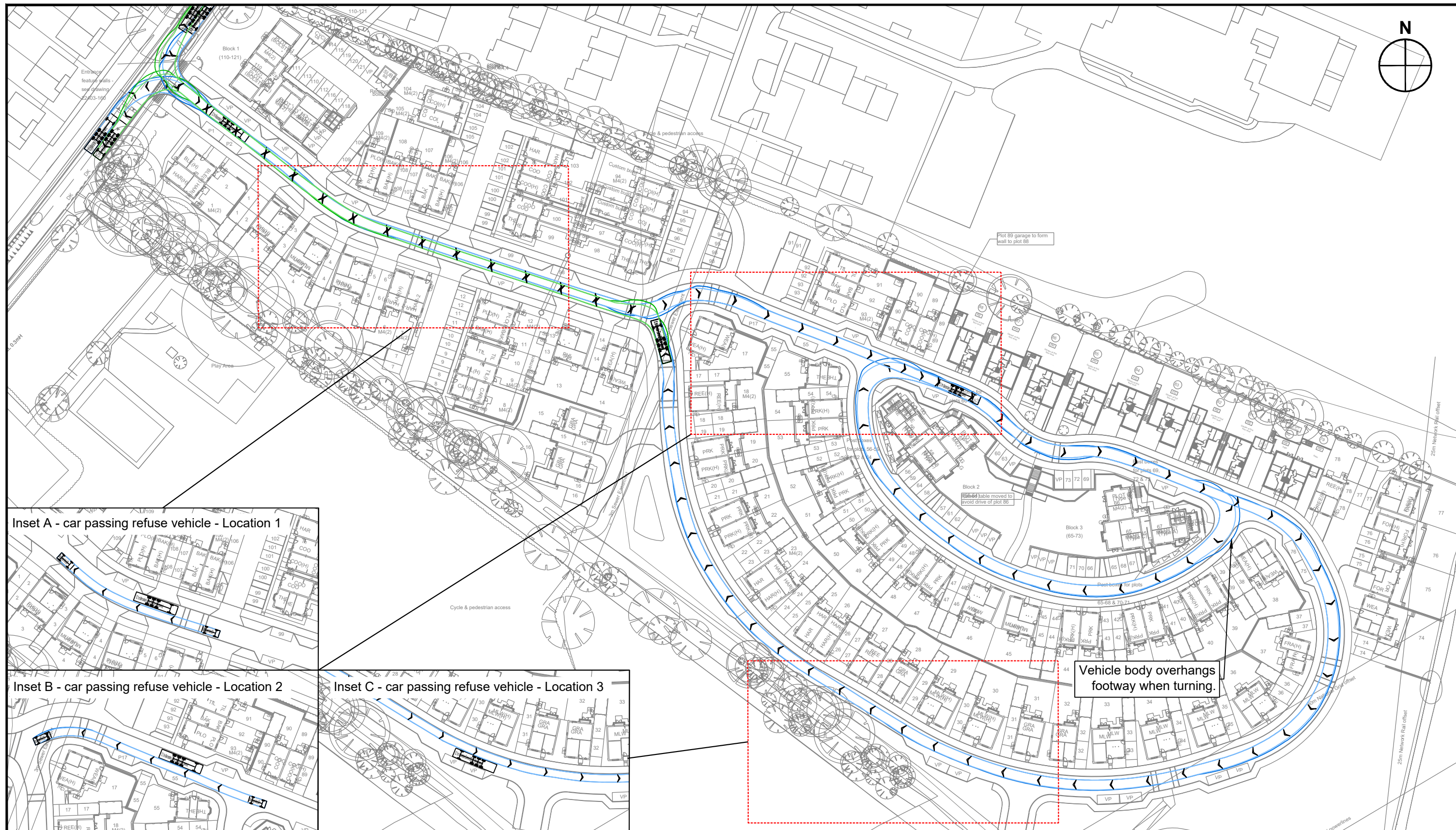
Land to the north east of King George V Playing Fields

Swept Path Analysis
Standard Design Vehicle

DRAWN:	CHECKED:	DATE:	SCALES:
JH	BF	29.05.2024	1:1000 at A3

Lands Improvement

DRAWING NUMBER: 141386/AT/L01
REVISION: A



Vehicle body overhangs
footway when turning.

REV.	DETAILS	DRAWN	CHECKED	DATE
A	Updated layout, changes to suit	PP	MM	11.07.2022
B	Updated layout	PP	MM	11.08.2022
C	Updated layout	AL	MM	03.11.2022
D	Updated layout, changes to suit	PP	MM	18.01.2023
E	Plot 1 tracking updated	PP	MM	19.01.2023
F	Updated layout, changes to suit	PP	MM	19.01.2023
G	Updated layout, changes to suit	PP	JW	21.06.2023
H	Updated layout, changes to suit	JH	BF	29.05.2024
J	Updated layout	PP	BF	31.05.2024

Notes:

1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.
3. Based on GSA layout: Cuffley - GF Site Plan

12.1m Mercedes Econic 3233LL 8x4 chassis)

Overall Length 12.100m
Overall Width 2.490m
Overall Body Height 3.749m
Min Body Ground Clearance 0.302m
Track Width 2.490m
Lock to lock time 4.00s
Wall to Wall Turning Radius 11.250m

INFORMATION ONLY

Land to the north east of King George V Playing Fields

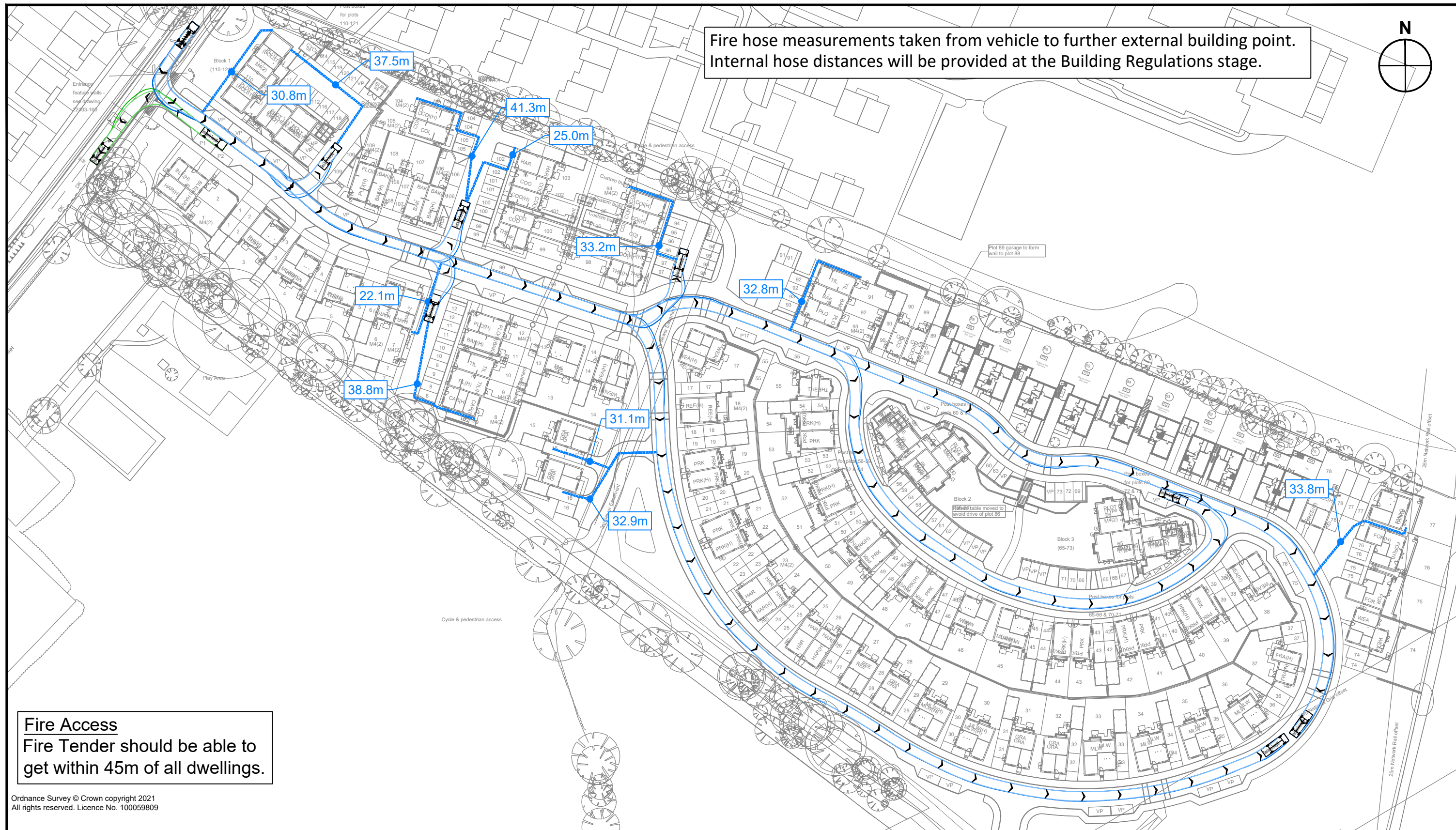
Swept Path Analysis
Servicing
Refuse Vehicle

DRAWN: PP CHECKED: MM DATE: 13.05.22 SCALES: 1:1000 at A3

Lands Improvement

SLR

DRAWING NUMBER: 141386/AT/J01 REVISION: J



REV.	DETAILS	DRAWN	CHECKED	DATE
A	Updated layout, changes to suit	PP	MM	11.07.2022
B	Updated layout	PP	MM	11.08.2022
C	Updated layout	AL	MM	03.11.2022
D	Updated layout, changes to suit	PP	JW	21.06.2023
E	Updated layout, changes to suit	JH	BF	29.05.2024
F	Updated layout	PP	BF	31.05.2024

Notes:

1. This is not a construction drawing and is intended for illustrative purposes only.
2. White lining is indicative only.
3. Based on GSA layout: Cuffley - GF Site Plan

Dennis Sabre Fire Tender (LWB)
Overall Length 7.7m
Overall Width 2.430m
Overall Body Height 3.512m
Min Body Ground Clearance 0.397m
Track Width 2.380m
Lock to lock time 5.00s
Kerb to Kerb Turning Radius 7.400m

INFORMATION ONLY

Land to the north east of King George V Playing Fields

Swept Path Analysis
Servicing
Fire Tender

DRAWN:	CHECKED:	DATE:	SCALES:
PP	MM	13.05.22	1:1000 at A3

Lands Improvement

DRAWING NUMBER: 141386/AT/J02
REVISION: F

Appendix G

FRAMEWORK TRAVEL PLAN

Land Improvements

Land to the north east of King George V Playing Fields,
Cuffley

July 2021

Framework Travel Plan

Contents

Executive Summary	1
1 Introduction	4
2 Site Location and Accessibility for Non-Car Modes.....	6
3 Baseline Travel Patterns.....	10
4 Objectives and Targets	11
5 Travel Plan Strategy.....	13
6 Measures and Initiatives.....	15
7 Monitoring and Review	19
8 Action Plan	20

Figures

Figure 2.1	– Strategic Site Location
Figure 2.2	– Local Site Location
Figure 2.3	– Public Rights of Way
Figure 2.4	– 2k Walking Catchment
Figure 2.5	– 5km Cycling Catchment
Figure 2.6	– Local Facilities

Appendices

Appendix A	– Site Location
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Executive Summary

1. Vectos has been appointed by Lands Improvement to provide traffic and transport advice in support of a planning application for a residential development of up to 121 dwellings, associated infrastructure on the land to the north east of King George V Playing Fields, Hertfordshire.
2. An outline planning application (ref: S6/2015/1342/PP) for development proposals at the site comprising 121 dwellings was submitted in 2015 with a Transport Assessment and Travel Plan accompanying the application. As six years have passed, an updated Transport Assessment and Travel Plan has been prepared.
3. It is also noteworthy that Hertfordshire County Council (HCC) highways advised that they had no objection to planning permission being granted subject to planning conditions and completion of a Section 106. A copy of the highway's response note is attached at **Appendix A**.
4. This report therefore is an update on the previously submitted Transport Assessment and includes an updated Travel Plan.
5. The previously submitted report was prepared following an extensive consultation process with local residents and stakeholders. In relation to transport, this included:
 - Two Design Workshops;
 - Two rounds of public consultation through exhibitions;
 - Parish Council Meetings; and
 - Discussions and meetings with highways officers from Hertfordshire County Council (HCC).
6. Although six years has passed, the results of these discussions are taken into consideration for the scheme as they remain relevant given there are very few changes proposed to the scheme from a transport perspective
7. The site is located to the south of Cuffley and is currently in agricultural use. It is bound by existing residential development to the north, the grounds of Cuffley School to the south, a railway line to the east and the B156 Northaw Road (East) to the west.
8. The site is situated close to a variety of local facilities including education, retail, healthcare and recreation. The site has good links to public transport and two bus stops (eastbound and westbound) are located on Northaw Road East, approximately 60m and 100m from the site respectively. These provide an hourly service (Service number 242) between Waltham Cross and Potters Bar.
9. Cuffley Railway Station is located approximately 850m from the site which provides a frequent service between London and Hertford North. During the weekday AM and PM peak periods, there are circa 5 trains per hour to London, with a journey time of less than 30 minutes.
10. This report sets out a Framework Travel Plan (FTP) for the proposed residential development. It provides an over-arching framework which will drive the production of the Full Travel Plan, once the

site becomes occupied. It has been prepared in consultation with guidance from HCC and with the National Planning Practice Guidance (NPPG).

11. The objectives of this Framework Travel Plan are to:
 - Increase resident awareness of the advantages and availability of sustainable modes of transport over the car;
 - Introduce a package of measures that will facilitate resident travel by sustainable modes; and therefore,
 - Limit unnecessary or unsustainable use of the car for journeys to and from the site by residents.
12. The Action Targets for this Framework Travel Plan are:
 - To appoint a Travel Plan Coordinator (see Travel Plan Strategy, **Section 6**)
 - To coordinate baseline travel surveys (see Monitoring and Review, **Section 8**)
13. The Aim Targets for this Framework Travel Plan are to reduce single occupancy vehicle use by 5% and in turn, increase the modal share of sustainable travel modes such as public transport, walking and cycling by 5%.
14. In the absence of actual data, the modal share targets for the site have been derived using Census 2011 Journey to Work data for the Cuffley and Northaw Ward. Subsequently, an initial survey of travel patterns will be carried out and this will be undertaken once the site is occupied. Occupation is defined as when 75% of the residential units are occupied. The exact nature of the survey will be discussed and agreed in advance with Hertfordshire County Council and the Travel Plan Coordinator (TPC) will be responsible for ensuring a 50% response rate.
15. The TPC is a part time role and they will be appointed by the site management company to manage the day to day running of the Travel Plan. The TPC role, the Travel Plan and its accompanying measures and initiatives will be funded by the developer throughout the five year period. The contact details for the TPC will be provided to HCC upon their appointment and prior to the occupation of the site
16. The developer will also provide £50 per flat and £100 per house for sustainable travel incentives, in line with HCC guidance and a Travel Plan Monitoring Contribution, to support the assessment and monitoring of the Plan.
17. A number of initiatives will be implemented as part of the Travel Plan, including awareness measures, such as the promotion of health benefits associated with walking and cycling and information measures, such as the provision of travel packs for residents.
18. Each year, a Review Report will be prepared by the TPC, outlining the progress of the Travel Plan and its initiatives, as well as an assessment of the survey results and any updates to the targets and initiatives that may subsequently be required. If targets are not being delivered, then the Travel Plan measures will be adjusted or added to, instead of simply revising down the target.

19. After five years, the TPC responsibilities will be passed on to the Residents Association to continue monitoring and management once the scheme is running effectively.

1 Introduction

Background

- 1.1 Vectos have been appointed by Lands Improvements to provide traffic and transport advice in support of a planning application for a residential development at the land to the north-east of King George V Playing Fields, Cuffley.
- 1.2 The site is located to the south of Cuffley and is currently in agricultural use. It is bound by existing residential development to the north and north-west; the grounds of Cuffley Primary School also adjoin the site along its northern boundary.
- 1.3 The planning application seeks permission for a 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 fields. All matters reserved except for new vehicular access to serve the site, the provision of surface water discharge points and the levels of the development level platforms.
- 1.4 The change of use of the agricultural land to an extension of the King George V Playing Fields will result in no material changes to the transport proposals.
- 1.5 An outline planning application (ref: S6/2015/1342/PP) for development proposals at the site comprising 121 dwellings was submitted in 2015 with a Transport Assessment and Travel Plan accompanying the application. As six years have passed, an updated Transport Assessment is being submitted. However, it is noteworthy that from a transport perspective, there is little to no change proposed from the previous scheme.
- 1.6 It is also noteworthy that during the previous discussions, HCC highways advised that planning permission was to be granted subject to planning conditions and Section 106 agreements. A copy of the highway's response note is attached at Appendix A of the Transport Assessment.
- 1.7 This report sets out a Framework Travel Plan (FTP) for the proposed residential development. It provides an over-arching framework which will drive the production of the Full Travel Plan, once the site becomes occupied.
- 1.8 This Travel Plan has been prepared in consultation with guidance from HCC and with the National Planning Practice Guidance (NPPG) document.

Travel Plan Scope

- 1.9 This Travel Plan has been written as a stand-alone document. Once further information becomes available it will contain all the relevant information needed to effectively implement and monitor the Travel Plan itself.
- 1.10 The remainder of this document is structured as follows:
 - **Section 3** - Outlines the site location and accessibility by non-car modes;

- **Section 4** - Outlines the Baseline Travel Patterns for residents and employees of the site, based on 2011 census data;
- **Section 5** - Sets out the objectives and targets of the Framework Travel Plan;
- **Section 6** - Outlines the Framework Travel Plan strategy including how it will be managed;
- **Section 7** - Sets out the measures that will be implemented to help achieve the objectives and targets of the Framework Travel Plan;
- **Section 8** - Outlines the monitoring and review programme which will ensure the Framework Travel Plan continues to develop;
- **Section 9** - Sets out an Action Plan for the site.

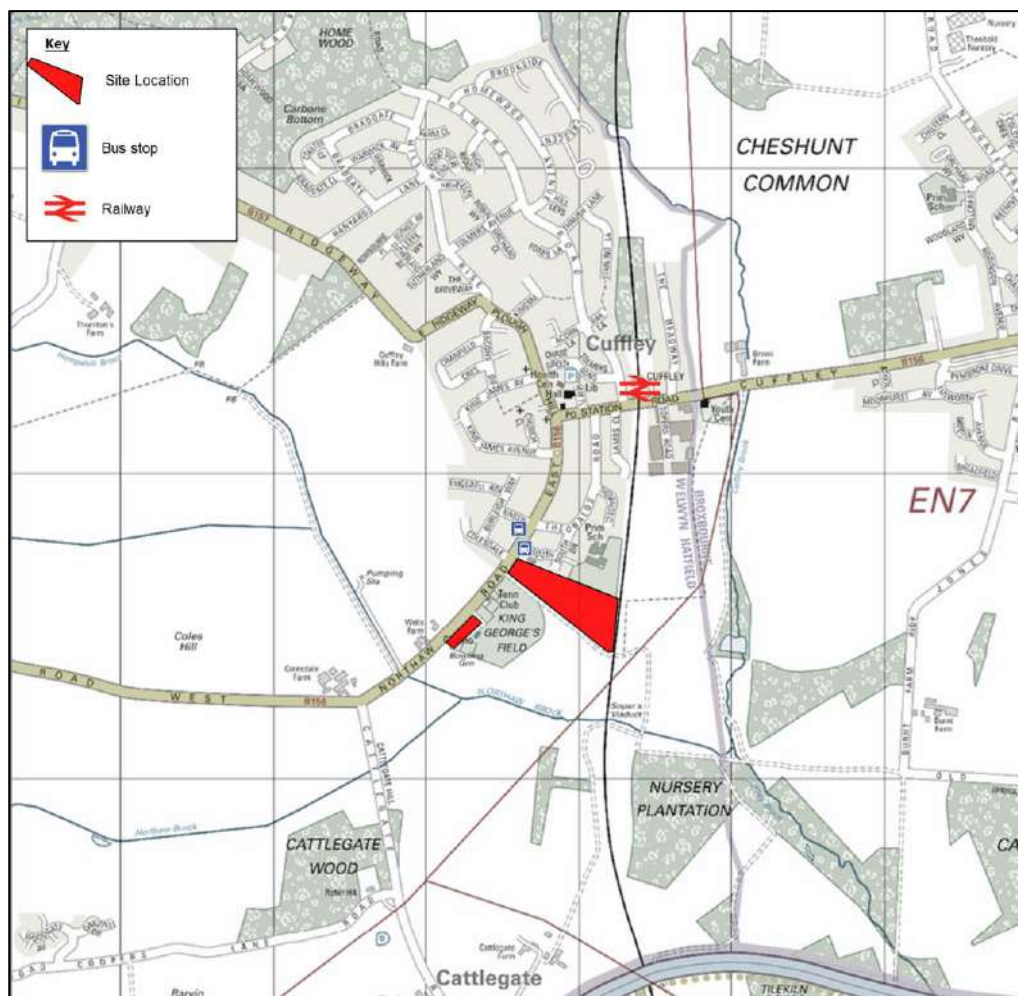
2 Site Location and Accessibility for Non-Car Modes

2.1 This section of the TP report provides a description of the transport conditions at the site and the surround area.

Site Location

2.2 The strategic location of the site in its wider context can be seen in **Figure 2.1**. The local context is shown in below in **Figure 2.2**.

Figure 2.2: Local Site Location



- 2.3 The site location plan is included at **Appendix A**.
- 2.4 The site (4.89ha) is located to the south of Cuffley and is currently in agricultural use. It is bound by existing residential development to the north and north-west; the grounds of Cuffley Primary School also adjoin the site along its northern boundary. The railway line and Northaw Road East (B156) form strong eastern and western boundaries respectively. The southern boundary is defined by a mature hedgerow and tree belt lining the Hertfordshire Way footpath. Beyond the footpath to the south west of the site is King George V Playing Fields, which contains three sports pavilions, a recreation area with hard surfaced Multi Use Games Areas (MUGA), sports pitches and a small area of formal play equipment.
- 2.5 The site also includes a rectangular parcel of land (0.63ha), in agricultural use, which is located to the south west of the King George V Playing Fields. Northaw Road East forms the western boundary of the land, beyond which lies a small number of residential properties and buildings associated with agricultural use. Further agricultural land lies to the south whilst tennis courts, sports pavilions and a bowling green are located to the north east and south east of the site.

Accessibility by Non-car Modes

Walking and Cycling

- 2.6 The public right of ways (PRoWs) in the vicinity of the site are shown in **Figure 2.3**.
- 2.7 A public footpath (PRoW number 6) runs along the southern boundary of the site. There is a further footpath to the south west of the site; this is also a recreational footpath that heads further west.
- 2.8 Northaw Road East has a footway running along its northern and southern edge; street lamps feature along the footway. The footway may be used by pedestrians to access Cuffley village centre.
- 2.9 It is reasonable to expect that typical able-bodied people are capable of walking at least 2km for day-to-day activities. The thrust of sustainable policy is that there will be an increasing propensity for people to use non-single car occupancy modes of which walking is one. People will choose their mode based upon their journey purpose and it is reasonable to conclude that residents will choose to walk for a fair proportion of their journey.
- 2.10 A 2km walk isochrone is included within this report as **Figure 2.4**. This figure demonstrates that a number of services and facilities can be accessed within this distance, including the centre of Cuffley and Cuffley Railway Station.
- 2.11 Central Government research states that cycling has the potential to substitute for short car trips, particularly those under 5km, and to form part of a longer journey by public transport.
- 2.12 Cycling is an attractive form of travel and it is reasonable to expect that for typical able-bodied people a cycle distance of 5km is readily achievable and attractive. The propensity for people to choose to cycle will depend on journey purpose and individual ethos as well as having a safe place to store their bicycle at the end of their journey.

- 2.13 A 5km cycle isochrone is included within this report as **Figure 2.5**, which shows the whole of the village is within 5km.

Public Transport

Bus Provision

- 2.14 There are bus stops located on both the east bound and west bound side of Northaw Road East; these are approximately 60m and 100m respectively from the site. From these stops there is one service that runs hourly during the week and a weekly service that runs only on Wednesday morning. Service number 242 runs hourly between Waltham Cross and Potters Bar. The Sunday service is extended as far as Waltham Cross to Welwyn Garden City.

Rail Provision

- 2.15 Cuffley Railway station is located approximately 850m from the site. Cuffley is situated on the Great Northern service that runs a frequent service between London and Hertford North. The station provides a link to London with a journey time of less than 30 minutes to and from Finsbury Park Station. During the weekday AM and PM peak periods there are circa 5 trains per hour to London.

Existing Facilities

- 2.16 The site's proximity to key facilities such as education, retail, healthcare and recreation is key in maintaining a sustainable development.
- 2.17 There are a number of facilities within walking distance of the site that are located within the village of Cuffley. These are shown in **Figure 2.6**.
- 2.18 For educational purposes there is a Primary school located approximately 300m from the frontage of the site on Northaw Road East which adjoins the northern boundary of the site.
- 2.19 Within the village centre there are several facilities including two retail units, a health centre and a public house.

Local Highway Network

- 2.20 The site is bound to the west by the Northaw Road East, which leads into Cuffley village centre to the north. Northaw Road East consists of a single carriageway with one lane in both directions. Upon leaving Cuffley approximately 50m to the south of the site the road becomes de-restricted.
- 2.21 To the north there is the small cul-du sac of South Drive which provides access to the residential units situated there. There is an existing, gated maintenance access to the site from South Drive. Lands Improvement has access rights over this land.
- 2.22 Northaw Road East is classified as a secondary distributor road within Hertfordshire County Council's (HCC) road hierarchy and links Cuffley to Potter Bar and the M25 to the west. To the east, Northaw Road East travels through Cuffley High Street and allows access to Goff's Oak, Chestnut and Waltham Cross.

- 2.23 Through the entirety of Cuffley the speed limit is 30mph. This increases to 40mph in the east upon leaving Cuffley and up to 60mph in the south.

3 Baseline Travel Patterns

- 3.1 This section will set out the baseline modal split for Land to the north east of King George V Playing Fields, Cuffley, which will be used as platform for setting future targets in this Framework Travel Plan.
- 3.2 In the interim, Census 2011 Journey to Work data has been used to give an indication of expected modal split for residents. These are set out in **Table 3.1** below.

Table 3.1 – Resident Modal Split for Cuffley & Northaw Ward

Travel Mode	Percentage Modal Share
Car Driver	69%
Car Passenger	3%
Rail/ Light Rail/ Underground	21%
Bus	1%
Taxi	1%
Motorcycle	1%
Walk	3%
Cycle	1%
TOTAL	100%

- 3.3 Subsequently, an initial survey of travel patterns will be carried out and this will be undertaken once the site is occupied. Occupation is defined as when 75% of the residential units are occupied. The exact nature of the survey will be discussed and agreed in advance with Hertfordshire County Council.
- 3.4 The survey will provide baseline information on modal split for the site. It is anticipated that the travel behaviour will be established early on in the life of the development; however, the baseline data will be a useful guide in the setting of realistic targets for modal shift over the life of the development.
- 3.5 Prior to the occupation of the site, the modal share shown above in **Table 3.1** will be used to derive interim Travel Plan targets. If, after the baseline travel surveys have been carried out it is found that the expected modal share is not accurate, the targets will be adjusted to reflect the actual modal share.

4 Objectives and Targets

4.1 This chapter sets out the overarching objectives for the Framework Travel Plan, as well as targets for the short and medium term. It includes indicators through which progress towards meeting the targets will be measured. Further information on monitoring and review of the Travel Plan can be found in **Section 7**.

- Objectives are the high-level aims of the Travel Plan. They help to give the Travel Plan direction and provide a clear focus.
- Targets are the measurable goals by which progress will be assessed. The Travel Plan sets out targets which the development will seek to reach within the period covered by this Travel Plan. In addition, interim targets have been set.

Objectives

4.2 The objectives of this Travel Plan are two-fold. Firstly, to increase awareness of sustainable travel modes available to residents and secondly to reduce the dependence of residents on travel by car to and from the development. Therefore, more specifically, the objectives of this Travel Plan are to:

- Increase resident awareness of the advantages and availability of sustainable modes of transport over the car;
- Introduce a package of measures that will facilitate resident travel by sustainable modes; and therefore,
- Limit unnecessary or unsustainable use of the car for journeys to and from the site by residents.

Targets

4.3 Travel Plan targets are measurable goals by which progress can be assessed. These targets should be reviewed through a programme of monitoring (outlined in **Section 7**) to ensure they remain SMART (Specific, Measurable, Achievable Realistic and Timed).

4.4 Targets come in two forms – Action Targets and Aim Targets:

- Action Targets are non-quantifiable actions that need to be achieved by a certain time.
- Aim Targets are quantifiable and in the case of this Travel Plan relate to the degree of modal shift the plan is seeking to achieve.

Action Targets

4.5 The Action Targets for this Framework Travel Plan are:

- To appoint a Travel Plan Coordinator (see Travel Plan Strategy, **Section 5**)
- To coordinate baseline travel surveys (see Monitoring and Review, **Section 7**)

Aim Targets

- 4.6 As described previously, a baseline residential travel survey will be undertaken upon reaching 75% occupation of the site and this will form the results of the Year 0 survey, representing all types of journeys to/ from the site. The result of these surveys will form the baseline modal split, following this the targets will be updated.
- 4.7 The Travel Plan Coordinator will achieve a sufficient response to ensure the survey results can be considered as representative. Door knocking, offer of incentives, or other techniques could be used as required to increase the response rate.
- 4.8 Prior to the baseline survey being undertaken, the following targets have been derived using the assumed modal split for the development as set out in **Section 3** above. **Table 4.1** below shows the target modal split for the development once the Travel Plan has been implemented.

Table 4.1 – Assumed Development Modal Split and Post Travel Plan Implementation Target Split

Mode	Modal Split (Census Data)	Modal Split Interim and Final Year Targets		
		Year 1	Year 3	Year 5
Car Driver	69%	66%	63%	59%
Sustainable Transport Modes*	26%	29%	32%	36%

* Includes Public Transport, Walking and Cycling

- 4.9 The primary purpose of the Travel Plan is to limit unnecessary or unsustainable car journeys (particularly those with single occupants) to and from the development. The aim is to reduce single occupancy vehicle journeys and transfer these trips to a sustainable mode of travel, whether that be public transport, walking or cycling. Where it is not possible for residents to use these modes of travel, car sharing will be encouraged as an alternative.
- 4.10 The baseline travel survey will be undertaken and the Census data modal split will be updated to reflect accurate targets. These targets will be finalised and written into the Travel Plan once the travel surveys have been completed, the results analysed and discussions have been held with the HCC Travel Plan Officer. The surveys will be repeated annually for five years post issue of first monitoring report (set out in **Section 7**).

5 Travel Plan Strategy

Management

- 5.1 Although all details of how the site is to be managed are not known, it is expected that a single management company, or similar management entity, will be put in place to manage the site.
- 5.2 Under this scenario, the Management Company will appoint a Travel Plan Coordinator (TPC) who will manage the day to day running of the Travel Plan. The contact details for the TPC will be provided to HCC upon their appointment and prior to the occupation of the site. A secondary contact will also be appointed and details provided to HCC at an appropriate time.
- 5.3 The role of the TPC will be part time and will vary throughout the year in response to campaigns/ sustainable transport events/ monitoring surveys etc. taking place. The TPC will be allocated enough time to effectively manage and implement the Travel Plan as agreed.
- 5.4 Prior to the appointment of a full TPC, an interim TPC has been appointed:
- Name: David Waterson
 - Company: Vectos
 - Contact: david.watson@vectos.co.uk
- 5.5 The details of the TPC may change when following the implementation of the Full Travel Plan, but this will be provided to HCC when available.
- 5.6 The TPC will aim to allocate one day per month to undertaking the tasks set out within this Travel Plan and will endeavour to attend in person on site in line with events and/or resident meetings.

Funding

- 5.7 The Travel Plan, its accompanying measures and initiatives and the TPC role will be funded by the developer for a five-year period post the submission of the first monitoring report. The developer will ensure that the TPC has sufficient funding to effectively implement the Plan.
- 5.8 In addition, current HCC guidance requests that developers provide for sustainable travel incentives to the value of £50 per flat and £100 per house. This can be used towards vouchers for cycle equipment or public transport tickets for example. This will be provided by the developer.
- 5.9 A Travel Plan monitoring contribution of £6,000 will also be paid to HCC to support the assessment and monitoring of the Travel Plan.

TPC Responsibilities

- 5.10 The TPC will be responsible for the administration of the Travel Plan, the implementation of measures, and for the on-going monitoring and review of the Travel Plan. They will have overall responsibility for ensuring that said measures are successfully delivered on time and to budget.

- 5.11 The TPC will report to the management company and other involved stakeholders such as residents' associations (if applicable) and HCC, regarding the implementation and progression of the Travel Plan.
- 5.12 The formation of resident's associations will be encouraged by the TPC in order to understand their view and needs regarding sustainable travel, therefore enabling them to tailor the Travel Plan accordingly. The TPC will meet with said resident's groups on a semi-regular basis.
- 5.13 Administration of the Travel Plan will involve the maintenance of the necessary systems, data and paperwork, consultation and promotion associated with the implementation of the Travel Plan. Regular updating of the Travel Plan document is part of the responsibility of the nominated person.
- 5.14 A filing system will be established and maintained, for recording all correspondence relating to the Travel Plan, the results of periodic monitoring and the results of each review.
- 5.15 It is the developer's responsibility to oversee the ongoing implementation of the TP. If the Residents Association is willing to take on the responsibility, management of the TP be handed over. This scenario could only occur 5 years post the submission of the first monitoring report.

6 Measures and Initiatives

Introduction

- 6.1 This section of the Framework Travel Plan outlines the specific physical and management measures to be implemented as part of the Travel Plan. The implementation of the listed measures, which include awareness initiatives, is the core of the Travel Plan. A section outlining measures that are not specific to either element is also included.
- 6.2 As described previously, the developer will provide for sustainable travel incentives to the value of £50 per flat and £100 per house. This can be used towards a variety of different initiatives such as those discussed below.

Measures

Walking

- 6.3 The TPC will report the results of the travel survey to the relevant HCC Officer and will liaise with that Officer to establish the potential for improvements to existing off-site facilities.
- 6.4 The TPC will also seek to ensure that pedestrian routes are appropriately maintained.
- 6.5 The TPC will promote the Health benefits of walking and explore the possibility of using such schemes as '10,000 steps a day campaign.' Moreover, the TPC will promote Hertfordshire Health Walks which is a free countywide initiative, with led walks which aim to encourage people of all ages and abilities to get outdoors, get more active and reap the health benefits.
- 6.6 A contribution will be made to HCC for the improvements to Right of Way Public Footpath 6, details of which are contained within Appendix A of the Transport Assessment.

Cycling

- 6.7 Parking in line with the relevant standards will be provided, the location of which is to be confirmed but will be located in secure and covered areas.
- 6.8 The TPC will report the results of the travel survey to the Cycling Officer of HCC and will liaise with the Officer to establish the potential for improvements to existing off-site facilities.
- 6.9 The TPC will also seek to ensure that cycle routes are appropriately maintained. This will be achieved through a regular dialogue with HCC.
- 6.10 Residents will be provided with information and advice concerning safe cycle routes to the site. The TPC will also seek to promote cycling events such as 'National Bike Week' to increase the profile and knowledge of potential cycle schemes.
- 6.11 The TPC will also promote Bikeability. Bikeability is based on the government approved National Standards for Cycle Training, which teaches trainees the necessary skills to ride confidently on today's roads. It is formerly known as the cycling proficiency and further information is provided here

<http://bikeability.org.uk/what/>. For information on course providers the following links are shown on the Bikeability website.

- 6.12 The TPC will explore with local bicycle retailers the possibility of providing discounts on cycling equipment to residents of the development. The take up of this discount, if agreed, will be monitored. A cycle event such as Dr Bike, which is an event which aims to offer free servicing for residents which can involve tyre and brake checks, will be investigated.

Public Transport

- 6.13 The possibility of discounted travel with local bus and rail operators will be explored by the TPC in order to provide an incentive for residents to use such modes and form a habitual use from the outset.
- 6.14 Up-to-date details of bus, train and taxi services, including route information and service frequencies, will be permanently on display in locations to be agreed. Details of National Rail, Traveline and Car Share websites and enquiry phone numbers will also be displayed.
- 6.15 The TPC will liaise with HCC to ensure that issues periodically raised by residents are considered, for example, extension of services in mornings and evenings where services could be perceived to be lacking.
- 6.16 Taxis have an important role in providing for resident trips, in particular when other modes of transport may not be available. The TPC will ensure that the contact details for a local taxi operator are available on site.

High Speed Broadband

- 6.17 The developer will seek to ensure that future residents will have access to high-speed broadband. This will facilitate home working to take place (accelerated by a change in travel behaviour as a result of Covid-19) as well as home deliveries such as supermarket deliveries. The results of this will be a reduction in the need to travel number of external trips from the site

Marketing Strategy

- 6.18 An essential element of the Travel Plan strategy, and one which largely determines its success, is the promotion of the Travel Plan. In order to promote and increase awareness of the Travel Plan, the following measures will be adopted:
- Distribution of travel information packs to all future residents of the development. This will include maps, bus routes and frequencies and details of local amenities;
 - Display of key Travel Plan information on public notice boards, including posters and/ or leaflets;
 - Arrange Q&A sessions and offer a personalised travel planning service if demand is identified;

- Promote national travel initiatives and organise site-wide events such as organised cycle rides and walking events;
- The TPC will work alongside external partners such as local bus and rail companies to increase the travel opportunities to/from the development;
- Developer will arrange for the display and distribution of sustainable travel information at the marketing suite for the development and on the marketing website; and
- TPC will attend Residents' Meetings to promote the Travel Plan.

6.19 The communal notice boards, which will allow for continued promotion of the Travel Plan, will have a similar layout and content so that they become familiar and accessible to residents and visitors. The notice boards will contain up-to-date public transport information and information detailing walking and cycling opportunities. These will be updated by the TPC as and when new information becomes available.

Welcome Pack and Travel Information Provision

6.20 As described previously, new residents will be provided with a Welcome Pack containing information on public transport services close to the site and other measures for encouraging use of non-car modes of travel. The same information will also be provided on communal noticeboards throughout the site.

6.21 The provision of information of alternatives to the car is an important aspect of residential Travel Plans. It is recommended that the packs contain the following information:

- A summarised version of the Travel Plan document, that sets out the purpose and benefits etc;
- Timetables and route maps for public transport, particularly buses;
- Contact numbers and web details for the Traveline Journey Planner and National Rail Enquiries;
- Local taxi company details;
- Local Car Club information;
- Cycling and walking maps for the local area;
- Web details for any community travel sites and community forum sites;
- Web and other contact details for major retailers offering home shopping facilities; and
- Contact details for Care Sharing schemes.

6.22 Car sharing should be encouraged amongst residents of the site. Details of schemes such as www.liftshare.com will be included in Welcome Packs and on notice boards. Sharing journeys to local

employment sites or to rail stations should be encouraged as this will have a direct positive impact on traffic congestion and air quality levels as well as acting a good social networking opportunity.

7 Monitoring and Review

Monitoring

- 7.1 The Travel Plan will be monitored for a period of five years, on an annual basis on the anniversary of the initial baseline survey. As described previously, the baseline travel survey will be undertaken when 75% of the residential units are occupied. The surveys will be repeated annually for 5 years post submission of the initial monitoring survey.
- 7.2 The exact requirements for the monitoring and baseline surveys will be discussed with HCC. An example survey has been included at **Appendix B** which can be used as the basis for discussion. It will be the aim of the TPC to gather as many responses as possible, an ideal response rate, based on other similar schemes will be >40%. If surveys fail to achieve this, HCC has advised that multi-modal traffic counts would be necessary. The TPC would gladly discuss this with HCC prior to surveys being undertaken.
- 7.3 In line with HCC guidance, a Travel Plan monitoring contribution of £6,000 will be paid to support the assessment and monitoring of the Travel Plan prior to first occupation.
- 7.4 At the completion of this five year cycle the Travel Plan will be completely reviewed (detailed below).
- 7.5 Information gathered through the monitoring process will be recorded for input to the annual review (outlined below). The information will be made available to the HCC.

Reporting

- 7.6 The TPC will compile an annual Review Report outlining the progress of the Travel Plan and its initiatives, as well as an assessment of the survey results and any updates to the targets and initiatives that may subsequently be required. If targets are not being delivered, then the Travel Plan measures will be adjusted or added to, instead of simply revising down the target. This report should be submitted to HCC within 3 months of the travel surveys being undertaken.
- 7.7 It should be noted that any proposed changes to the Travel Plan, including targets and action plans will be discussed and agreed with the Travel Plan officers.
- 7.8 The report will also incorporate the results of on-going monitoring by the TPC such as cycle parking observations, the uptake of TPC travel planning sessions and any comments received from residents, throughout the preceding period. The report will be issued to HCC.
- 7.9 After five years, the TPC responsibilities will be passed on to the Residents Association to continue monitoring and management.

8 Action Plan

8.1 The Action Plan outlined below in **Table 8.1** sets out the measures included within the Travel Plan that are directed at influencing staff travel.

Action Type	Action	Responsibility	Timeframe
Management	Appointment of Travel Plan Coordinator (TPC)	Site Management Company	Three months prior to occupation
Baseline Travel Patterns	Baseline travel survey	TPC	Undertaken when 75% of the residential units are occupied
Travel Plan Document Progression	Finalisation of measures to be implemented	TPC and Planning Authority officers	Within 3 months of the baseline survey
	Target setting	TPC and planning authority officers	Within 3 months of the completion of the baseline survey
	Travel Plan document completion	TPC	Within 3 months of the completion of the baseline survey Revised at Year 3 after full review
Monitoring, Review & Reporting	Monitoring of measures and initiative take-up	TPC	Ongoing
	First snapshot/monitoring survey	TPC	At 75% occupation
	Partial review and reporting 1	TPC and HCC	3 months post First snapshot/monitoring survey
	Second snapshot/monitoring survey	TPC	On the anniversary of the Partial review and Report 1
	Partial review and reporting 2	TPC and HCC	3 months post Second snapshot/monitoring survey
	Third snapshot/monitoring survey	TPC	On the anniversary of the Partial review and Report 2
	Partial review and reporting 3	TPC and HCC	3 months post Third snapshot/monitoring survey
	Fourth snapshot/monitoring survey	TPC	On the anniversary of the Partial review and Report 3
	Partial review and reporting 4	TPC and HCC	3 months post Fourth snapshot/monitoring survey

	Fifth snapshot/monitoring survey	TPC	On the anniversary of the Partial review and Report 4
	Full review and reporting	TPC and HCC	Following Year 4 monitoring survey results analysis
Implementation	Implementation of measures	TPC with liaison with Management Company	From the start of construction and on-going
	Provision of Travel Packs to all residents	TPC	Upon occupation of each unit
	Communal Notice Boards within site	As part of development and TPC	Within construction period and information to be reviewed by TPC every 6 months
	Personal Travel Planning Service	TPC	Ongoing
	Cycle Parking located on-site	As part of development and TPC to monitor maintenance/uptake	Within construction period and TPC to monitor uptake to ensure provision is sufficient
	Explore possibility of discounts at cycle retailers	TPC	On-going (dependent on interest from local residents)

Figures



Key



Site Location

Land to the north east of King George V Playing Fields

Lands Improvement

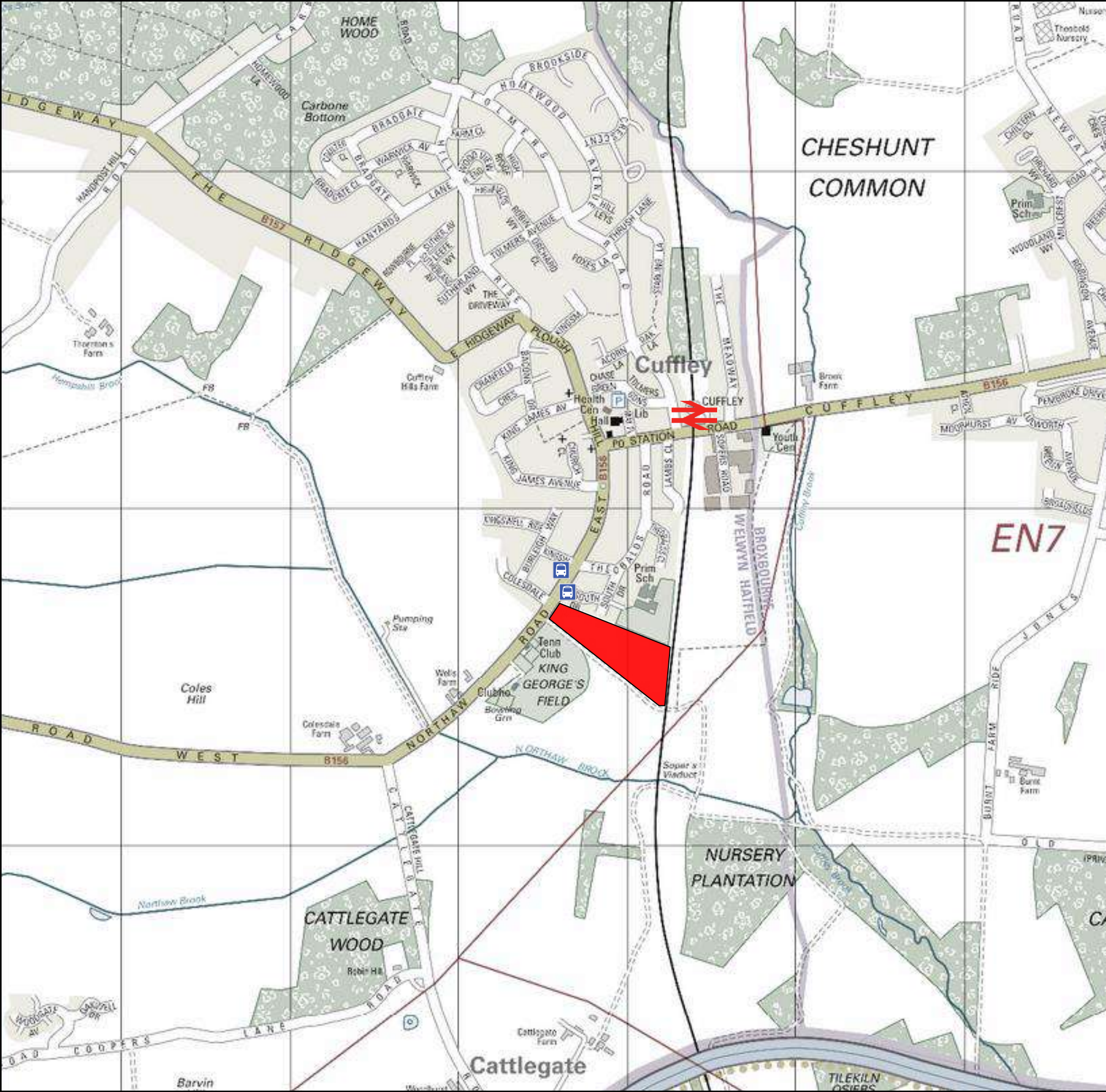
Strategic site location

SCALES: NTS

DRAWN:	CHECKED:	DATE:	REVISION:
H.J	M.M	12/01/2021	.



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



Key



Site Location



Bus stop



Railway

Cuffley

Lands Improvements
Holdings

Local site location

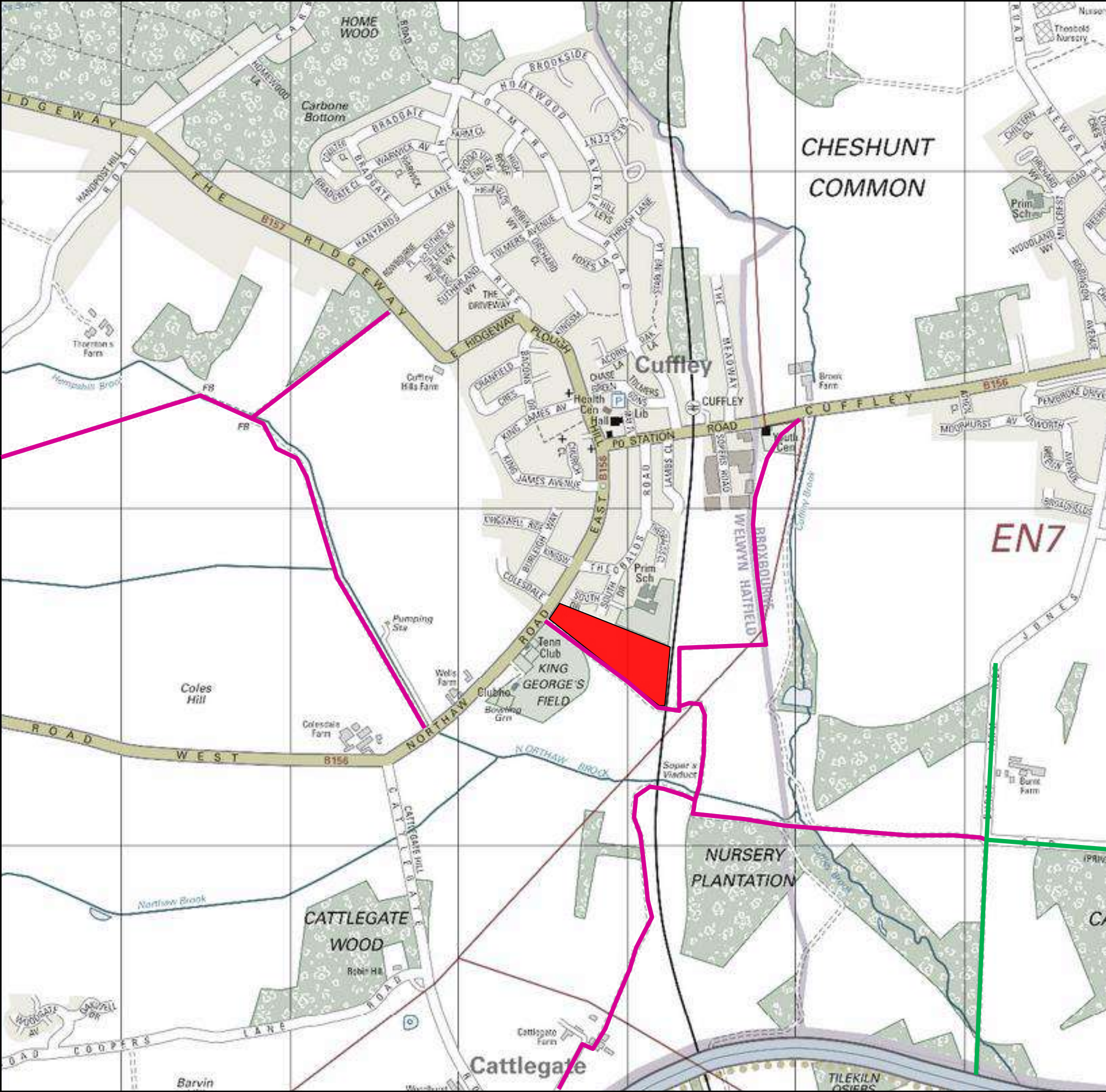
SCALES: NTS

DRAWN: H.J	CHECKED: M.M	DATE: 12/01/2021	REVISION: •
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vectos.

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DRAWING REFERENCE: Figure 2.2



Key



Site Location



Footpath



Bridleway

Land to the northeast of King George V Playing Fields

Lands Improvement

Public rights of way

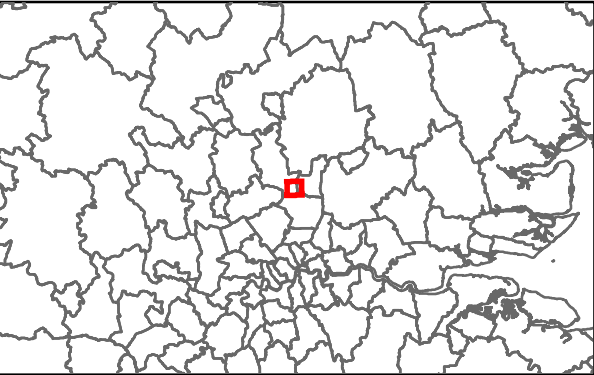
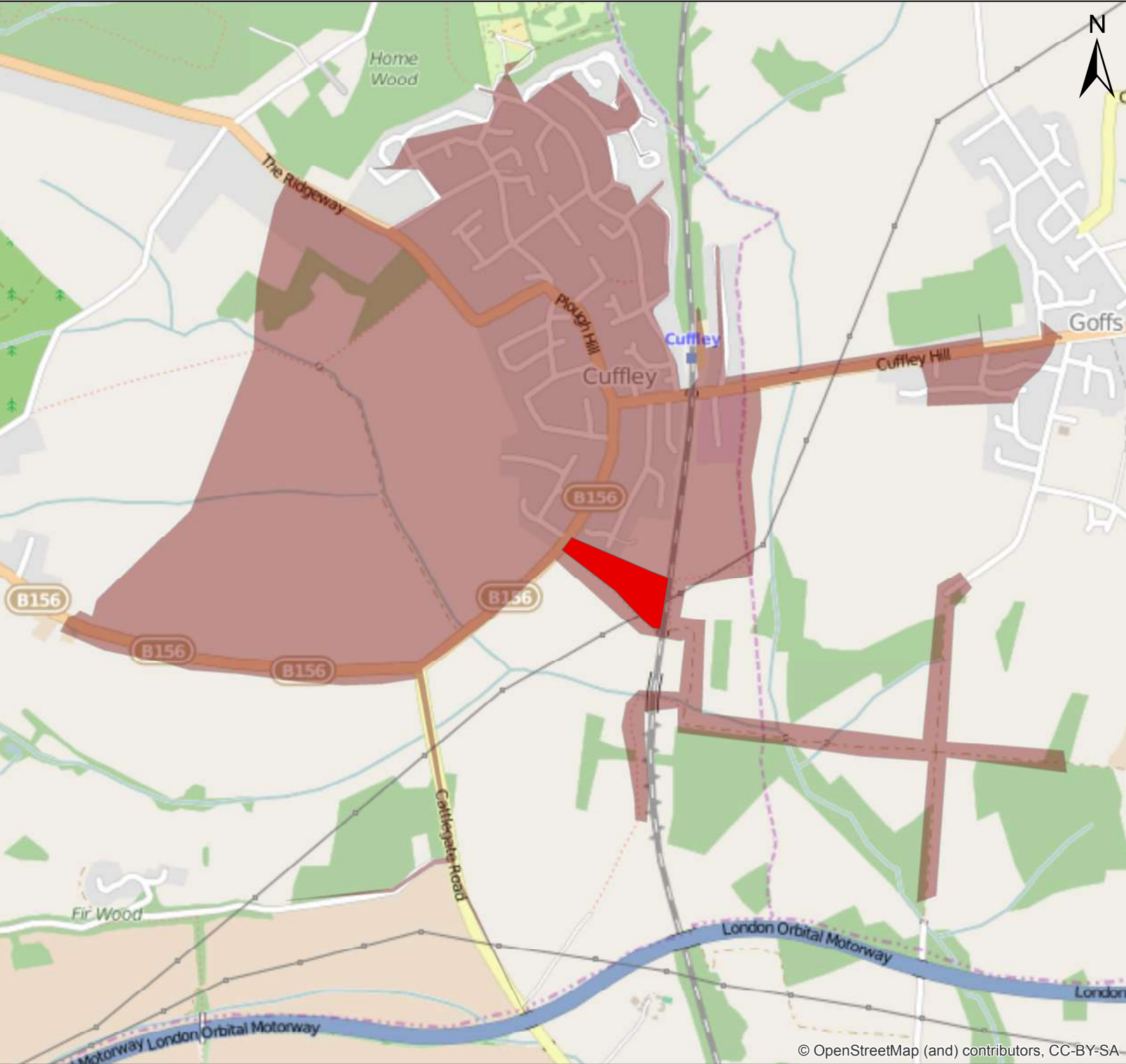
SCALES: NTS

DRAWN: H.J	CHECKED: M.M	DATE: 12/01/2021	REVISION: •
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DRAWING REFERENCE: Figure 2.3



Legend

Site Location

2km Walking Catchment

Land to the north east of King George V Playing Fields

Lands Improvements

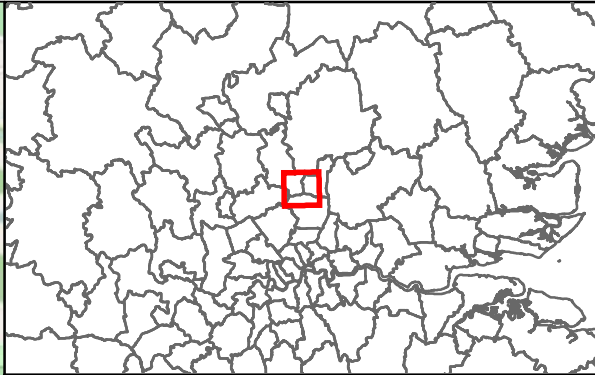
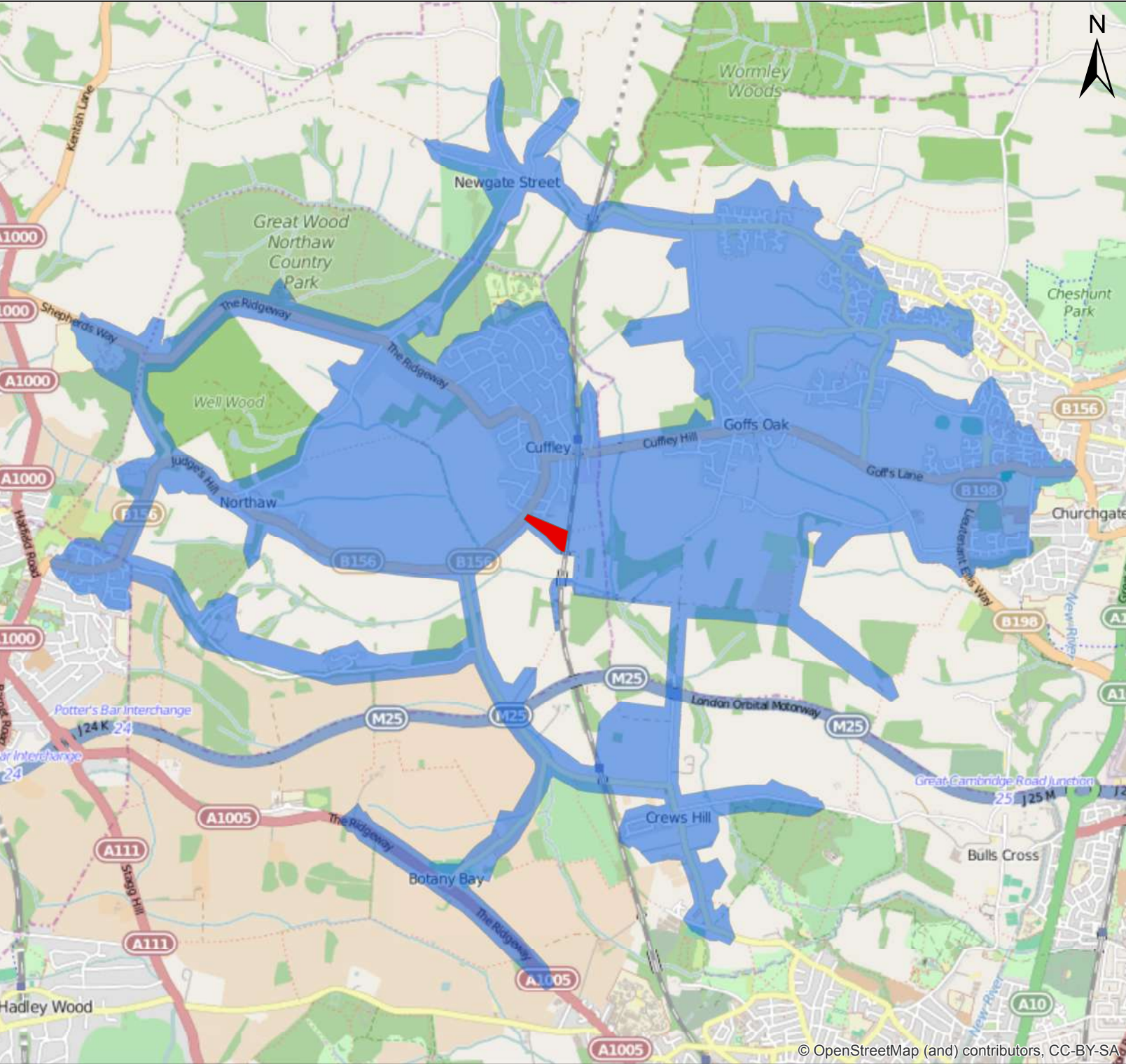
2km Walking Isochrone

vectos.

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Figure 2.4

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H.J	M.M	10/06/2015



Legend

Site Location

5km Cycling Catchment

Land to the north east of King George V Playing Fields

Lands Improvements

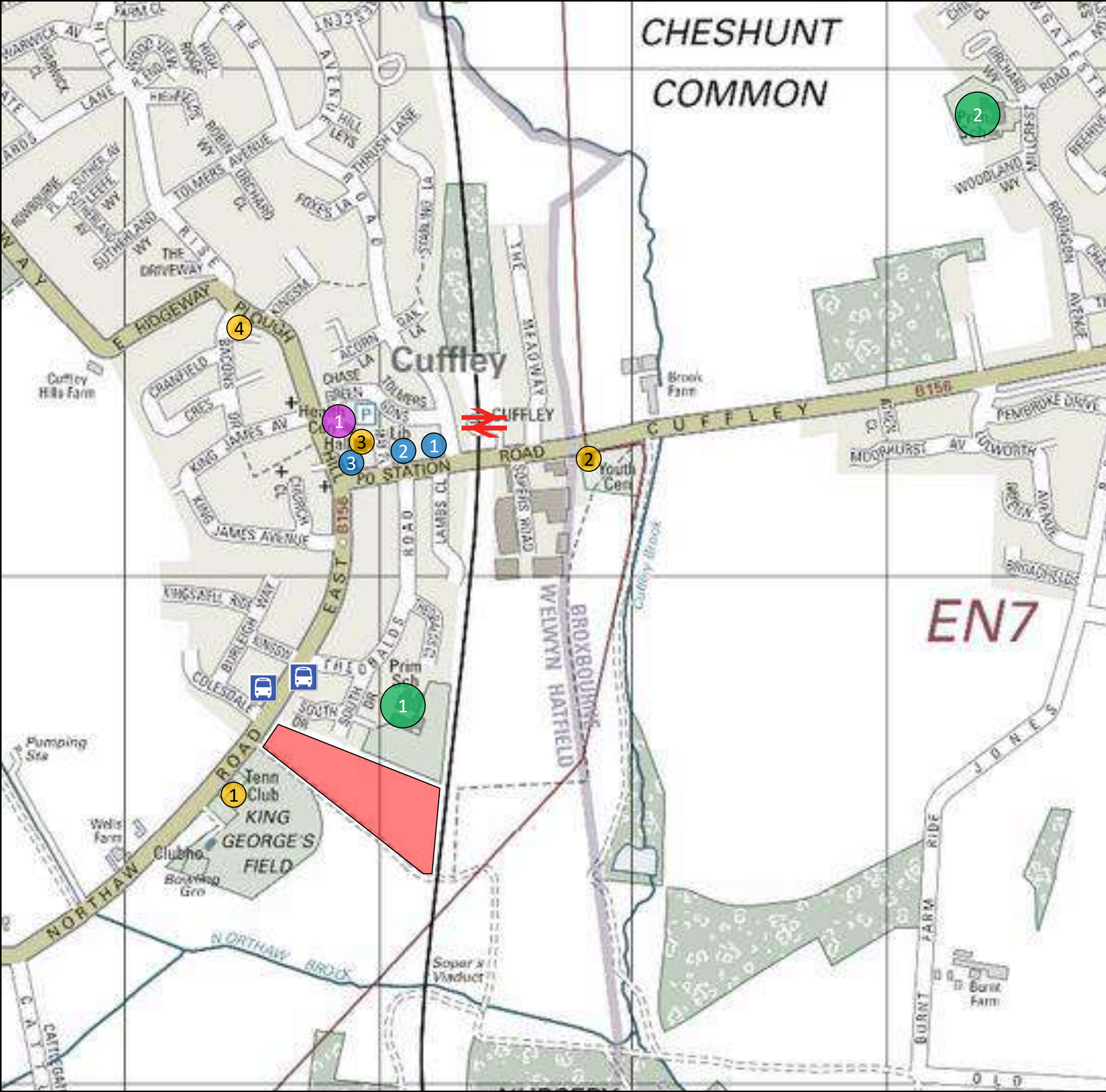
5km Cycling Isochrone

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Figure 2.5

DRAWN BY: H.J	CHECKED BY: M.M	DATE: 10/06/2015
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Key

- Site Location
- Bus stop
- Railway
- Education
 - 1 Cuffley Primary School
 - 2 Goffs Oak Primary School
- Retail
 - 1 Tescos Express
 - 2 The Co-operative Food
 - 3 Hallmark Post office
- Recreational
 - 1 Cuffley football and tennis club
 - 2 Cuffley Youth Centre
 - 3 Cuffley Village Hall and Library
- Healthcare
 - 1 Cuffley Health Centre and surgery

Cuffley

Lands Improvements Holdings

Facilities Plan

SCALES:		NTS	
DRAWN:	H.J	CHECKED:	M.M
DATE:	24/07/14	REVISION:	•


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DRAWING REFERENCE: Figure 2.6

Appendix A



2271-A-1000-A

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Bristol

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Bristol BS1 4ST
Tel: 0117 203 5240

Cardiff

Helmont House, Churchill Way,
Cardiff CF10 2HE
Tel: 029 2072 0860

Exeter

6 Victory House,
Dean Clarke Gardens,
Exeter EX2 4AA
Tel: 01392 422 315

Birmingham

Great Charles Street,
Birmingham B3 3JY
Tel: 0121 2895 624

Manchester

Oxford Place, 61 Oxford Street,
Manchester M1 6EQ.
Tel: 0161 228 1008

Leeds

7 Park Row, Leeds LS1 5HD
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