

THIS AGREEMENT is made the 30th day of January 2008

PARTIES

1. WELWYN HATFIELD BOROUGH COUNCIL of Council Offices The Campus Welwyn Garden City Hertfordshire ("the Council")
2. HERTFORDSHIRE COUNTY COUNCIL of County Hall, Pegs Lane, Hertford SG13 8DE ("the County Council")
3. PLACES FOR PEOPLE HOMES LIMITED (Industrial & Provident Society number IP199447R) whose registered office is at 4 The Pavilions, Portway, Preston PR2 2YB ("the Owner")

Definitions

1. In this Deed unless the context otherwise requires the following expressions shall have the following meanings attributed to them:-
 - 1.1 the Act The Town and Country Planning Act 1990 as amended
 - 1.2 Affordable Housing Subsidised housing which is rented or sold on a shared ownership basis such that it can be afforded by persons or families in low income employment
 - 1.3 Affordable Housing Land The part or parts of the Land shown edged blue and yellow on the Affordable Housing Location Plan
 - 1.4 Affordable Housing Location Plan The plan attached to this Deed and labelled the "Affordable Housing Location Plan"
 - 1.5 Affordable Housing Units The nine units comprising 3 one bedroom rented flats, 1 two bedroom rented house, 1 three bedroom rented house and 2 two bedroom shared ownership flats and 2 two bedroom houses shown edged blue and yellow on the Affordable Housing Location Plan

- | | | |
|------|---|---|
| 1.6 | Combined Affordable Housing Units | Individual units of housing to be constructed pursuant to the Permission as Affordable Housing and HNSU Accommodation being not less than 40% of the total housing units comprised in the Development and comprising of the Affordable Housing Units and the HNSU |
| 1.7 | the Chief Planning & Environmental Health Officer | The Chief Planning & Environmental Health Officer for the time being of the Council or such other officer that the Council may from time to time appoint to undertake the duties of the Chief Planning and Environmental Health Officer |
| 1.8 | Council's Nomination Agreements | The Council's general needs agreement relating to the rented housing units and the shared ownership nomination agreement relating to shared ownership housing units |
| 1.9 | County Council's Nomination Agreement | An agreement conferring 100% nomination rights on the County Council in the HNSU in the form attached to this Deed |
| 1.10 | Development | New residential development of the Land pursuant to the Planning Permission |
| 1.11 | Director | The County Council's Director of Environment which expression shall be deemed to include his servants agents and licensees |
| 1.12 | HNSU | The six 1 bedroomed flats and one 1 bedroomed staff accommodation to be constructed on the HNSU Land shown edged green on the HNSU Location Plan |
| 1.13 | HNSU Accommodation | Accommodation for a person or persons with special needs or such type of accommodation as the County Council and the Developer shall from time to time identify |
| 1.14 | HNSU Land | The part or parts of the Land which the Owner shall |

1	PRELIMINARY ISSUE	HV
---	-------------------	----

Architects
The City of New York
100 City Hall
New York, NY 10007
Tel: 212/312-1234
Fax: 212/312-1235
www.cityofnewyork.org

[illegible]

Authorised Officer
Robert B. ...
MAYOR

LEGEND

Low cost
ownership

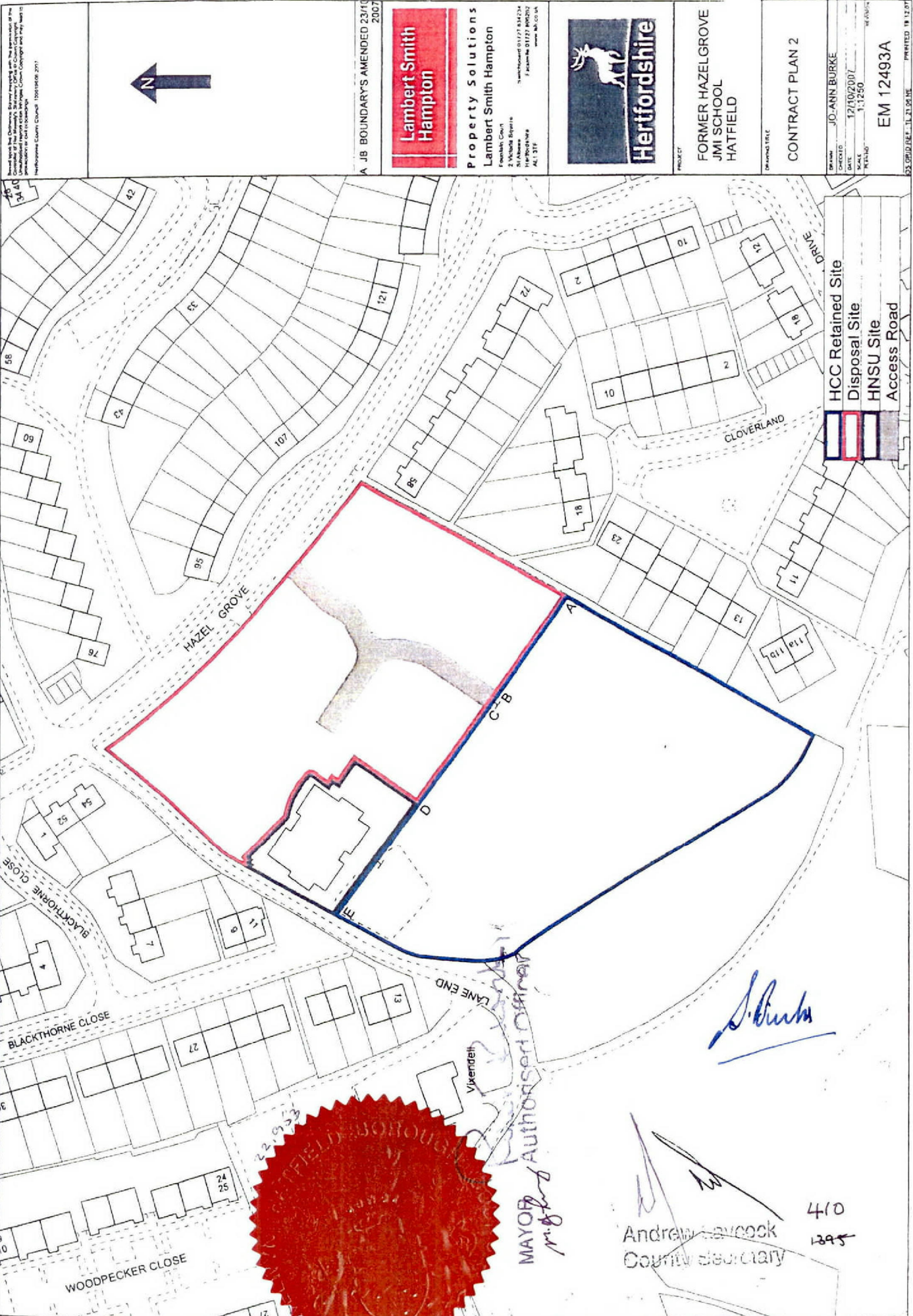
SITE PLAN

410

Andrew Laycock
County Secretary

S. Bink

HNSU Location Plan



Boundaries shown are for information only. The boundaries of the County of Hertfordshire are shown in red. The boundaries of the County of Hertfordshire are shown in red. The boundaries of the County of Hertfordshire are shown in red.



A JB BOUNDARY'S AMENDED 23/10/2007

Lambert Smith Hampton

Property Solutions
Lambert Smith Hampton
Fleetville Court
3 Victoria Square
St Albans
Herts SG8 2JH
Tel: 01763 212222
Fax: 01763 212222
www.lsh.co.uk



PROJECT
FORMER HAZEL GROVE
JMI SCHOOL
HATFIELD

CONTRACT PLAN 2

EM 12493A
DRAWN: JO-ANN BURKE
CHECKED: 12/10/2007
DATE: 1.12.2007
SCALE: 1:1250
PROJECT NO: 12493A
PRINTED: 19.12.07

HCC Retained Site
Disposal Site
HNSU Site
Access Road



MAYOR
M. G. B. B. B.
Authorised Officer

S. B. B.
Andrew Cavcock
County Secretary
4/10
1395

Based upon the Ordnance Survey map supplied with the permission of the Controller of Her Majesty's Stationery Office & Crown Copyright. No liability is accepted by the Controller for any inaccuracies or omissions in the map.



**Lambert Smith
Hampton**

**Property Solution
Lambert Smith Hampton**

Fontaine Court
2 Victoria Square
Hertfordshire
AL1 3TE
01272 842313
01272 842314
www.lsh.co.uk



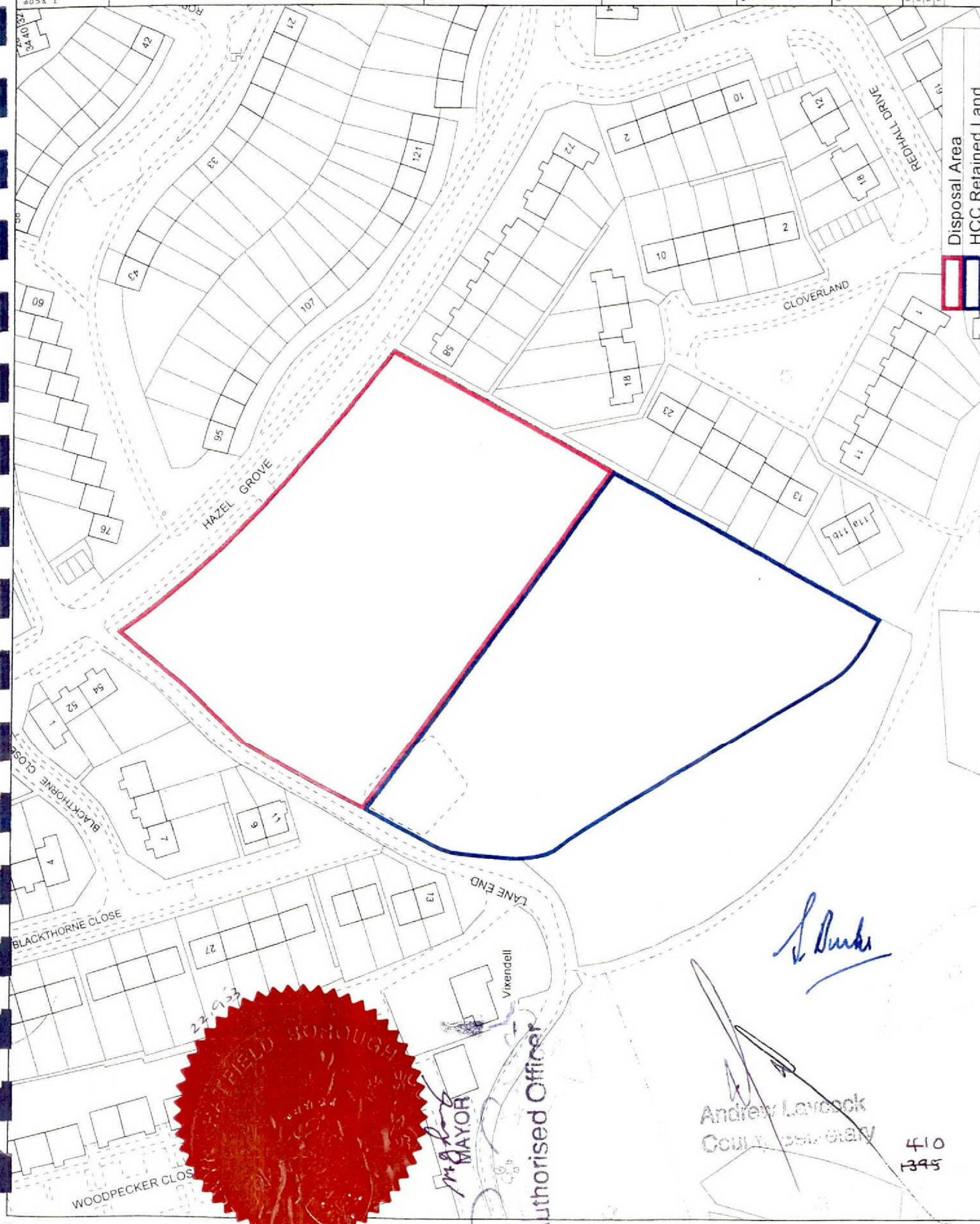
PROJECT
FORMER HAZELGROVE
JMI SCHOOL
HATFIELD

DRAWING TITLE

CONTRACT PLAN 1

DRAWN JO-ANN BURKE
CREATED 12/10/2007
DATE 12/10/2007
SCALE 1:1250
PLAN NO. EM 12492

Disposal Area
HCC Retained Land



M. J. J. J.
MAYOR

Authorised Officer

S. Burke

Andrew Laycock
COUNCIL SECRETARY

410
1345

have by notice to the Council identified as HNSU land being adequate in area to accommodate the HNSU

- | | | |
|------|--------------------------------------|--|
| 1.15 | HNSU Location Plan | The plan attached to this Deed and labelled the "HNSU Location Plan" |
| 1.16 | Housing Corporation | The registered social landlord public funding and regulatory body constituted under Section 74 of the Housing Association Act 1985 |
| 1.17 | Housing Corporation Design Standards | The essential design standards of the Housing Corporation Scheme Development Standards current edition |
| 1.18 | Implementation | The implementation of the Planning Permission by the carrying out of any material operation (as defined in sub-section 56(4) of the Act) in relation to the Development (whether or not confined to the Land) PROVIDED that any works of site inspection testing sampling site surveys site clearance or levelling fencing archaeological excavations or surveys shall be deemed not to constitute implementation of the Development |
| 1.19 | the Land | All that freehold piece or parcel of land situate at and known as former Hazel Grove JMI School Hazel Grove Hatfield Hertfordshire as the same is shown by way of identification only edged red on the Plan |
| 1.20 | Library Contribution | The sum of £6,732 (SIX THOUSAND SEVEN HUNDRED AND THIRTY TWO POUNDS) such sum to be index linked by reference to the Department for Business Enterprise and Regulatory Reform Tender Price Index of Public Sector Non Housing (PUBSEC) smoothed All in Index from a base figure of 166 to the finalised figure applicable to the quarter in which the contribution is paid |

1.21 the Planning Application	A planning application under reference S6/2007/0925/MA for planning permission to carry out the Development together with plans specifications and particulars deposited with the Council
1.22 the Planning Permission	A planning permission for the Development the subject of the Planning Application in the form of the draft annexed hereto
1.23 Play Area Contribution	The sum of £13,800 (THIRTEEN THOUSAND EIGHT HUNDRED POUNDS) in accordance with Clause 5.5.2 of this Agreement such sum to be index linked by reference to the Retail Price Index with effect from September 2007 until the date of payment using the latest available forecast
1.24 Private Housing Units	The dwellings comprised in the Development but excluding the Combined Affordable Housing Units
1.25 Registered Social Landlord	A registered social landlord as defined in the Housing Act 1996
1.26 Retail Price Index	The Retail Prices (all items) Index published by the Office for National Statistics or such similar index as may from time to time be published to replace such index
1.27 Sustainable Transport Contribution	The sum of £24,750 (TWENTY FOUR THOUSAND SEVEN HUNDRED AND FIFTY POUNDS) such sum to be index linked by reference to the Price Adjustment Formula for Construction Contracts in the Monthly Bulletin of Indices published by HMSO as collated into a single index in accordance with the SPONS Constructed Civil Engineering Cost Index from 15 August 2007 until the date of payment
1.28 Youth and Childcare Contribution	The sum of £8,610 (EIGHT THOUSAND SIX HUNDRED AND TEN POUNDS) such sum to be index linked by reference to the Department for

Business Enterprise and Regulatory Reform Tender Price Index of Public Sector Non Housing (PUBSEC) smoothed All in Index from a base figure of 166 to the finalised figure applicable to the quarter in which the contribution is paid

Interpretations

- 2.1 The expressions "the Council" "the County Council" and "the Owner" shall include where appropriate their respective successors in title and assigns
- 2.2 References to Clauses Sub-clauses and Schedules refer to clauses sub-clauses and schedules of this Deed
- 2.3 In this Deed the singular shall include the plural and the masculine shall include the feminine and vice versa where the context so admits
- 2.4 The Clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation
- 2.5 References in this Deed to any statute or statutory instrument shall include any amendment consolidation re-enactment modification or replacement of the same from time to time in force

Recitals

3. WHEREAS:-

- 3.1 The Council and the County Council are the Local Planning Authorities for the purposes of Section 106 of the Act as amended for the area in which the Land is situated and by whom the obligations restrictions stipulations conditions and covenants contained herein are enforceable
- 3.2 The Owner is the owner of the freehold of Land pursuant to a transfer of even date made between the County Council (1) and the Owner (2) which the Owner shall promptly register at the Land Registry after completion of this Deed.

- 3.3 The Owner warrants that it is capable of entering into this Deed and has obtained all necessary consents
- 3.4 The Owner has by the Planning Application applied to the Council for planning permission to carry out the Development on the Land
- 3.5 The Council is satisfied that the Development is such as may be approved by it under the Act and has agreed to grant Planning Permission subject to the parties entering into this Deed including all the obligations restrictions and requirements contained herein
- 3.6 The County Council is the highway authority the education authority the library authority the fire and rescue authority and the social services authority for Hertfordshire
- 3.7 This Deed is entered into to make provision for regulating the Development and securing the matters hereinafter referred to which are required to enable the Development to go ahead

NOW THIS DEED WITNESSETH as follows:-

- 4. The parties HEREBY AGREE:-
 - 4.1 The obligations restrictions and requirements contained in this Deed are planning obligations for the purposes of Section 106 of the Act insofar as they fall within the terms of sub-section (1) thereof to the intent that all obligations restrictions and requirements herein shall be binding upon the Owner and its successors in title and shall be registered as a local Land charge by the Council under the provisions of the Local Land Charges Act 1975
 - 4.2 Insofar as the obligations restrictions and requirements contained herein are not planning obligations within Section 106 of the Act they are entered into pursuant to Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000
 - 4.3 Any expense incurred or to be incurred by the Council and/or for the County Council for which the Owner is or may become liable under this Deed may be recoverable by the Council as provided by Section 291 of the Public Health Act 1936 and the Council and/or the County Council reserve their rights to pursue recovery of any monies due under this Deed by civil action

4.4 This Deed shall not bind any person or persons after they have disposed of or parted with all or the relevant part of their interest in the Land but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest

4.5 None of the provisions of this Deed other than Clauses 5.2, 5.3, 5.4.1, 5.4.2, 5.4.3, 5.5, 7.1-7.8 (inclusive) and 8.1-8.2 (inclusive) shall take effect from the date above unless or until both of the following shall have been satisfied:-

RTB
13 SEC 607 41C
& 41C
RTB

4.5.1 the Planning Permission shall have been granted

4.5.2 Implementation

X a letter from my office dated 17.03.14 (enclosure of VAT) for the costs of applying and issuing of the Planning Permission by the Council to the Owner & the Council in order to be able to build at the land.

Owner's Covenants

5. The Owner for itself and its successors in title HEREBY COVENANTS with the Council and the County Council and with each of them as follows:

5.1 that it shall carry out and comply with the restrictions provisions and obligations contained in Schedule 1 hereto

5.2 to pay to the Council:

5.2.1 on the date hereof the whole of the reasonable costs incurred by the Council in the completion of this Deed

5.2.2 prior to occupation of 50% of the Private Housing Units comprised in the Development the Play Area Contribution towards existing play areas in the vicinity of the Development for the purchase, installation and the maintenance of the existing equipment

5.2.3 prior to, or concurrent with the submission of information to discharge Condition 30 of the Planning Permission by the Owner & to pay to the County Council on the date hereof the whole of the reasonable costs incurred by the County Council in the preparation and completion of this Deed

make for RTB
HCC & the Owner

5.4 to pay to the County Council not less than 7 days prior to Implementation:

- 5.4.1 the Youth and Childcare Contribution as a contribution to be applied by the County Council at its sole discretion towards the costs of providing additional Youth and Childcare facilities serving the locality of the Development
- 5.4.2 the Library Contribution as a contribution to be applied by the County Council at its sole discretion towards the costs of providing additional library facilities serving the locality of the Development
- 5.4.3 the Sustainable Transport Contribution as a contribution to be applied by the County Council at its sole discretion towards the costs of the design construction and implementation of sustainable transport measures which measures shall include (but not limited to) highway improvement works traffic management schemes traffic studies improvements to public transport or such other measures as will encourage users of the Development to travel to and from the Development by means of transport other than the private car which the Director in his absolute discretion determines will contribute to the improvement of highway conditions on parts of the highway network affected by traffic associated with the Development
- 5.5 not to Implement nor permit nor cause Implementation until such time as the Youth and Childcare Contribution the Library Contribution and the Sustainable Transport Contribution have been paid to the County Council in accordance with Clauses 5.4 above
- 5.6 With regard to the water supply to the Development:
 - 5.6.1 to ensure that the Water Scheme incorporates fire hydrants in accordance with BS 750 (1984) as reasonably and properly required by the Hertfordshire Fire and Rescue Service ("the Service") and for the purposes of this clause the "Water Scheme" shall mean 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 the existing water services the Water Scheme shall mean the details of the dwellings and the water supply to them which shall have been provided by the Owner for the written approval of the Service before any dwelling is occupied

- 5.6.2 to construct and provide at no cost to the Service or the County Council the fire hydrants reasonably and properly indicated in the Water Scheme and to advise the Service in writing of the date upon which each and every fire hydrant becomes operational
- 5.6.3 once operational to maintain the fire hydrants in good condition and repair such that they are suitable at all times for use by the Service until they are adopted by the Service which adoption shall take place upon the issue of a Certificate of Satisfaction by the Chief Fire Officer of the 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 the certificate of maintenance for the highways in which the fire hydrants are located
- 5.6.4 not to occupy nor cause nor permit occupation of any building forming part of the Development until such time as it is served by an operational fire hydrant
- 5.6.5 to address any notice to be given to the Service to the Water Services Officer, Fire and Rescue Service, Old London Road, Hertford SG13 7LD, Telephone 01992 507521
- 5.7 that it will give the County Council and the Council no less than 21 days written notice of any proposed Commencement and further notify the County Council and the Council in writing or procure that they are so notified of each of the following events within 7 days of such event occurring:-
 - 5.7.1 Implementation
 - 5.7.2 completion of the Development
 - 5.7.3 occupation of the Land or first occupation of any Affordable Housing Unit comprised within the Development

Council's Covenants

The Council covenants with the Owner as follows:

- 6.1 The Council hereby covenants with the Owner and the Developer to use the Play Area Contribution and any interest accrued thereon for the purpose described in Clause 5 hereof and to refund any portion of the Play Area Contribution remaining unspent on the 5th anniversary of its receipt by the

Council together with interest thereon at the rate from time to time prescribed by the Regulations issued by HM Treasury under the provisions of Section 32 of the Land Compensation Act 1961 (as amended)

County Council's Covenants

6. The County Council covenants with the Owner as follows:
 - 6.1 to use the Youth and Childcare Contribution, the Library Contribution and the Sustainable Transport Contribution and any interest accrued thereon for the purposes described in Clause 5.4 hereof and to refund any portion of the contributions remaining unspent on the 5th anniversary of the County Council being notified (pursuant to clause 5.7.2 hereof) of completion of the Development together with interest thereon at the rate from time to time prescribed under the provisions of Section 32 of the Land Compensation Act 1961

Agreements and Declarations

7. IT IS HEREBY AGREED AND DECLARED as follows:-
 - 7.1 where any sum to be paid by the Owner under the terms of this Deed is required to be index linked then an interim payment shall initially be made using 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 14 days of demand by the County Council (or the Owner as the case may be) once the relevant indices have been finalised
 - 7.2 nothing in this Deed shall be construed as restricting the exercise by the Council and/or the County Council of any powers exercisable by it under the Act or under any other Act PROVIDED ALWAYS THAT this Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or have been at any time issued by the Council or any other competent authority pursuant to the provisions of the Act
 - 7.3 if any provision in this Deed shall be held to be invalid illegal or unenforceable the validity and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

- 7.4 no waiver (whether expressed or implied) by the Council and/or the County Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council and/or the County Council from enforcing at any time any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner
- 7.5 unless otherwise provided the covenants and terms of this Deed shall be deemed to remain in force and effect on any extension or renewal variation modification or amendment of the Planning Permission if the Owners have not for any reason commenced the Development within five years from the date hereof
- 7.6 the parties intend that no person who is not a party or a successor in title to a party to this Deed (or a statutory successor to the Council and/or the County Council) is to have the benefit of or be capable of enforcing any term of this Deed as a result of the Contracts (Rights of Third Parties) Act 1999 except as expressly provided for in this Deed
- 7.7 this Deed shall be registered as a Local Charge by the Council
- 7.8 the Owner hereby warrants that it is the owner of the freehold of the Land and that no other party has an interest in the Land

8. Service of Notices

- 8.1 all notices requests demands or other written communications to or upon the respective parties hereto pursuant to this Deed shall be deemed to have been properly given or made if delivered or dispatched by recorded delivery post to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows (or to such other person and/or address as shall be notified in writing to the other parties):

- (a) if to the Council:
Welwyn Hatfield District Council
Council Offices
The Campus
Welwyn Garden City
Hertfordshire
AL8 6AE

Attention: The Chief Planning & Environmental Health Officer

- (b) if to the County Council
Hertfordshire County Council
County Hall
Pegs Lane
Hertford
SG13 8DE

Attention: The County Secretary (Ref: DO/DU1199)

- (c) If to the Owner:
4 The Pavilions
Portway
Preston
PR2 2YB

- 8.2
- (a) if delivered twenty-four hours after the time of delivery
 - (b) if by recorded delivery post at the expiration of seventy two hours after the envelope containing such notice request demand or other written communication shall have been delivered

Schedule 1

(The Obligations enforceable by the Council and/or the County Council as the case may be)

1. To use best endeavours to give not less than five working days written notice to the Council of any proposed Implementation
2. Not to use the Affordable Housing Land or any part thereof or the Affordable Housing Units for any purpose other than for the provision of Affordable Housing in accordance with the Council's nomination agreements PROVIDED THAT this provision shall not be binding on or enforceable against
 - (i) any person or persons or their successors in title who shall at any time acquire any legal interest in any Affordable Housing Unit pursuant to any statutory right of acquisition from time to time in force; and

- (ii) any person or their successor in title occupying by virtue of a shared ownership lease substantially in the form and on terms equivalent to the Housing Corporation model shared ownership lease; and
 - (iii) any mortgagee or chargee which shall have the benefit of a legal mortgage or charge secured against any part or parts of the Affordable Housing Land nor any successor therefrom who shall derive title directly or indirectly from such mortgagee or chargee (other than a Registered Social Landlord) PROVIDED THAT the mortgagee chargee or a receiver appointed by the mortgagee or chargee shall first have notified the Council in writing that it wishes to exercise its statutory power of sale
- 3.
 - (i) To use the HNSU Land and the HNSU strictly in accordance and complete compliance with the County Council's Nomination Agreement
 - (ii) Not to use the HNSU Land (or any part thereof) and/or the HNSU for any purpose otherwise than as HNSU Accommodation and in accordance with the County Council's Nomination Agreement PROVIDED THAT this provision shall not be binding on or enforceable against any mortgagee or chargee which shall have the benefit of a legal mortgage or charge secured against any part or parts of the HNSU Land nor any successor therefrom who shall derive title directly or indirectly from such mortgagee or chargee (other than a Registered Social Landlord) and further PROVIDED THAT the mortgagee chargee or a receiver appointed by the mortgagee or chargee shall first have notified the Council and the County Council in writing that it wishes to exercise its statutory power of sale
- 4. Not more than 50% of the Private Housing Units to be erected on the Land pursuant to the Permission shall be occupied until the requirements in paragraphs 4.1.1 4.1.2 and 4.1.3 shall have been satisfied
- 4.1.1 The Affordable Housing Units on the Property have been designed constructed and completed in accordance with the Housing Corporation Design Standards
- 4.1.2 The freehold of the Affordable Housing Units and the Affordable Housing Land and the HNSU Land have been transferred to a Registered Social Landlord approved by the Council in the case of the Affordable Housing Land and the County Council in the case of the HNSU Land and the Registered Social



**TOWN AND COUNTRY PLANNING ACT 1990
PLANNING DECISION NOTICE – PERMISSION**

S6/2007/925/MA

**RESIDENTIAL DEVELOPMENT OF 40 UNITS: COMPRISING OF FLATS,
DWELLING HOUSES AND HIGHER NEEDS SUPPORT UNIT, INCLUDING
ACCESS AND LANDSCAPING, FOLLOWING DEMOLITION OF EXISTING
BUILDINGS**

at: LAND AT HAZEL GROVE PRIMARY SCHOOL, HAZEL GROVE, HATFIELD

Agent Name And Address

R3 ARCHITECTS LTD,
THE OLD TOWN HALL,
105 HIGH STREET,
RICKMANSWORTH,
WD3 1AN

Applicant Name And Address

PLACES FOR PEOPLE HOMES LTD,
GROUND FLOOR,
JONATHAN SCOTT HALL,
THORPE ROAD,
NORWICH,
NR1 1UH

In pursuance of their powers under the above mentioned Act and the Orders and Regulations for the time being in force thereunder, the Council hereby **PERMIT** the development proposed by you in your application received with sufficient particulars on 19/06/2007 and shown on the plan(s) accompanying such application, subject to the following conditions:-

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

REASON: In order to comply with Section 91 of the Town and Country Planning Act (As amended)

2. No development shall take place until samples of materials to be used in the construction of the external surfaces of the building hereby permitted have been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented using the approved materials. Subsequently, the approved materials shall not be changed without the prior written consent of the Local Planning Authority.

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

Continuation...

3. No development shall take place 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. Subsequently, these works shall be carried out as approved. The landscaping details to be submitted shall include:-

- a) means of enclosure and boundary treatments
- 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, and details of seeding or turfing
- f) location of service runs

REASON: The landscaping of this site is required in order 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 Policy D8 of the Welwyn Hatfield District Plan 2005

4. All planting seeding or turfing and soil preparation comprised in the above details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings, the completion of the development, or in agreed phases whichever is the sooner, and any plants which within a period of five 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, unless the Local Planning Authority gives written consent to any variation. All landscape works shall be carried out in accordance with the guidance contained in British Standards, unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure proper implementation of the agreed landscape details in the interest of the amenity value of the development in accordance with Policy D8 of the Welwyn Hatfield District Plan 2005.

Continuation...

5. (a) No retained tree or shrub shall be cut down, uprooted or destroyed, nor shall any retained tree or shrub be pruned other than in accordance with the approved plans and particulars, without the written approval of the Local Planning Authority. Any topping or lopping approved shall be carried out in accordance with British Standard 3998 (Tree Work).

(b) If any retained tree or shrub is removed, uprooted or destroyed or dies, another tree or shrub shall be planted at the same place and that tree or shrub shall be of such size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.

(c) The erection of fencing for the protection of any retained tree, shrub or hedge shall be undertaken in accordance with details approved in writing by the Local Planning Authority to comply with the recommendation of British Standard 5837 (2005) before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the Local Planning Authority. No fires shall be lit within 20 metres of the retained trees and shrubs.

In this condition retained tree or shrub means an existing tree or shrub, as the case may be, which is to be retained in accordance with the approved plans and particulars; and paragraphs (a) and (b) above shall have effect until the expiration of [five years] from [the date of the occupation of the building for its permitted use]

REASON: To protect the existing trees, shrubs and hedgerows in the interest of visual amenity in accordance with Policy D8 of the Welwyn Hatfield District Plan 2005.

6. Details of any external lighting to be erected within the site shall be submitted to the Local Planning Authority for its prior written approval and shall be erected in accordance with those approved plans.

REASON To avoid any potential for light pollution, in the interests of visual amenity in accordance with policies R20 and D1 of the Welwyn Hatfield District Plan 2005.

7. Before any development commences, details of existing and proposed ground levels, finished floor levels of the dwellings, pathways and parking areas hereby permitted shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out and completed thereafter in accordance with the approved details.

REASON In the interests of the character of the area and amenity of occupiers in accordance with policies D1 and D2 of the Welwyn Hatfield District Plan 2005.

Continuation...

8. Prior to the commencement of the development hereby permitted details of foul and surface water drainage shall be submitted to and agreed in writing with the Local Planning Authority. The scheme shall thereafter be carried out, completed and retained in accordance with the approved details prior to the occupation of the development unless otherwise agreed in writing with the Local Planning Authority

REASON To ensure the satisfactory drainage of the site in accordance with policy R8 of the Welwyn Hatfield District Plan 2005.

9. Details of bin stores shall be submitted to and approved in writing by the Local Planning Authority and shall be provided prior to first occupation of the units that they will serve and retained thereafter, unless otherwise agreed in writing by the Local Planning Authority

REASON To ensure the design is in keeping with the character of the area and to prevent the maximum refuse carrying distance being exceeded in accordance with policy D1 of the Welwyn Hatfield District Plan 2005.

10. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking or re-enacting that Order with or without modification), no development within Class A of Part 1 of Schedule 2 shall take place to Block B, 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 and D2 of the Welwyn Hatfield District Plan 2005

11. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking or re-enacting that Order with or without modification), no development within Class B of Part 1 of Schedule 2 shall take place to Block B, 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 and D2 of the Welwyn Hatfield District Plan 2005

12. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking or re-enacting that Order with or without modification), no development within Class E 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 and D2 of the Welwyn Hatfield District Plan 2005

Continuation...

13. Before first occupation of the approved development, the proposed new access onto Hazel Grove as shown in principle on drawing PL-102 Rev P3 shall be completed and constructed and the existing vehicle crossovers closed and the footway reinstated to the current specification of Hertfordshire County Council as Highway Authority and Local Planning Authority satisfaction.

REASON To ensure that the access is constructed to the specification of the Highway Authority as required by the Local Planning Authority.

14. Concurrent with the construction of the access, visibility splays of 2.4m x 43m shall be provided and permanently maintained in each direction along Hazel Grove within which there shall be no obstruction to visibility between 600mm and 2 metres above carriageway level.

REASON To provide adequate visibility for drivers entering or leaving the site in the interests of highway safety.

15. Development shall not begin until the detailed plans and sections of the proposed road serving the residential development have been approved by the Local Planning Authority and the Highway Authority and no building shall be occupied until the section of road which provides access thereto has been constructed (apart from final surfacing) in accordance with the approved details.

REASON To ensure that the proposed roadworks are constructed to an adequate standard.

16. Concurrent with the construction of the pedestrian access onto Lane End, visibility splays of 1.2m x 16m shall be provided and permanently maintained in each direction along Lane End within which there shall be no obstruction to visibility between 600mm and 2 metres above carriageway level.

REASON To provide adequate visibility for drivers entering or leaving the site in the interests of highway safety.

17. The area set aside for car parking shall be laid out and surfaced, in accordance with a scheme which has been submitted to and agreed in writing by the Local Planning Authority before the buildings hereby permitted are first occupied and shall be retained permanently thereafter for the accommodation of residents/occupiers and shall not be used for any other purpose.

REASON: To ensure that the spaces are provided prior to the occupation of the units in the interests of highway safety.

Continuation...

18. A 2 metre x 2 metre pedestrian visibility sight splay, free of obstruction above a height of 600mm, and relative to the back of the footway/ overhang margin, shall be provided on both sides of all vehicular accesses prior to their operational use and thereafter retained.

REASON: To ensure a satisfactory standard of development in the interests of highway safety.

19. The access road serving the site shall be a maximum of 5.5 metres wide and the kerb radii shall be 6 metres that shall include a pram crossing complete with a tactile feature.

REASON So that vehicles may enter and leave the site with the minimum of interference to the free flow and safety of other traffic on the highway and for the convenience and safety of pedestrians and disabled people.

20. All areas for parking and storage and delivery of materials associated with the construction of this development shall be provided within the site on land which is not public highway and the use of such areas must not interfere with the use of the public highway.

REASON In the interest of highway safety and free and safe flow of traffic.

21. No development (including demolition) shall commence until wheel-cleaning apparatus have been provided in accordance with details to be submitted to and approved in writing by the Local Planning Authority, and which shall be operated and maintained during construction of the development hereby approved.

REASON: In order to ensure that the wheels of the vehicles are cleaned before leaving the site in the interests of highway safety.

22. The cycle parking provision shall be provided in accordance with the requirements of the Welwyn Hatfield District Plan Review Supplementary Planning Guidance, Parking Standards 2004, details of which shall be submitted to and agreed in writing by the Local Planning Authority prior to the commencement of the development. Subsequently the cycle parking shall be provided in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

REASON: To ensure a satisfactory standard of cycle parking provision in accordance with Policy M6 of the Welwyn Hatfield District Plan 2005

23. Prior to the commencement of the development hereby granted, details of the location and design of the refuse bin and recycling materials storage areas shall be submitted to and approved by the Local Planning Authority. These stores shall be provided prior to the first occupation of the units to which they relate.

REASON: To protect the residential amenity of adjoining occupiers in accordance with Policy D1 of the Welwyn Hatfield District Plan 2005

Continuation...

24. Prior to the commencement of the development hereby permitted, details shall be submitted to the Local Planning Authority for approval in writing showing how surface water run-off will be controlled through a sustainable drainage system. Such approved details shall then be implemented by the developer.

REASON In the interests of the water environment in accordance with policy R7 of the Welwyn Hatfield District Plan 2005 and Planning Policy Statement 25: Development and Flood Risk

25. No development approved by this planning permission shall be commenced until;

- a) A desktop study has been carried out which shall include the identification of previous site uses, potential contaminants that might reasonably be expected given those uses and other relevant information, and using this information a Conceptual Model for the site of all potential contaminant sources, pathways and receptors has been produced. This should be submitted to, and be approved in writing by the Local Planning Authority prior to further investigations being carried out.
- b) A site investigation in accordance with BS 10175:2001 British Standards Institution Code of Practice, "The Investigation of Potentially Contaminated Sites" has been designed for the site using the information obtained from the desktop study and the Conceptual Model. This should be submitted to, and be approved in writing by the Local Planning Authority prior to the investigation being carried out on the site. The investigation must be comprehensive enough to enable, a full risk assessment to be undertaken relating to risks to future users of the site, water resources, surrounding land and property, wildlife, cultivated trees and plants, building materials, and any other persons who may be affected, refinement of the Conceptual Model, and the development of a Remediation Strategy.
- c) The site investigation has been undertaken in accordance with details approved by the Local Planning Authority. A risk assessment has been undertaken and all samples have been analysed by an appropriately accredited laboratory.
- d) A Remediation Strategy detailing the remediation requirements, including measures to minimise the impact on, future users of the site, water resources, surrounding land and property, wildlife, cultivated trees and plants, building materials, and any other persons who may be affected, using the information obtained from the Site Investigation and including a Sustainable Remediation Options Appraisal has been submitted to the Local Planning Authority. This should be approved in writing by the Local Planning Authority prior to remediation being carried out on site.
- e) The development of the site should be carried out in accordance with the approved remediation Method Statement unless otherwise agreed in writing by the Local Planning Authority.

Continuation...

- f) On completion of the remedial works a full Validation Report to cover all works specified in the Remediation Strategy has been submitted to and agreed by the Local Planning Authority.

REASON: To ensure that the proposed site investigations and remediation will not cause pollution of controlled waters and that development complies with approved details in the interests of the protection of public health in accordance with Policy R29 of the Welwyn Hatfield District Plan 2005

26. No development shall commence until details of energy-efficient construction materials and processes, including measures for long term energy and water efficient use of the building, have been submitted to and approved in writing by the Local Planning Authority. These measures should promote the use of renewable resources and involve sustainable drainage, heating and power systems. The affordable dwelling houses shall be constructed in accordance with the agreed materials, processes and systems, and shall thereafter be maintained in the approved form unless otherwise agreed in writing by the Local Planning Authority

REASON: To ensure that the development contributes towards Sustainable Development and Energy efficiency in accordance with Policies SD1 and R3 of the Welwyn Hatfield District Plan 2005

27. Prior to the commencement of the development hereby permitted, details of the sheds for the affordable units shall be submitted to and approved in writing by the Local Planning Authority. Subsequently the sheds shall be built in accordance with these approved details.

REASON In the interests of the amenity of adjoining occupiers and the character of the area in accordance with policies D1 and D2 of the Welwyn Hatfield District Plan 2005.

28. Before the development hereby permitted is commenced details shall be submitted to and approved by the local planning authority in writing to demonstrate that, where possible, products listed in the Recycled Products Guide or an equivalent accredited green products guide, or building products which have been recovered for re-use or other products with a recycled content will be used.

REASON To ensure that the development is carried out in accordance with the principles of sustainable waste management in accordance with policy 8 of the Hertfordshire County Council Waste Local Plan 1999

Continuation...

29. Before the development hereby permitted is commenced, details shall be submitted to and approved in writing by the local planning authority of the measures to be taken in the design, construction, operation and decommissioning of the development to: minimise the amount of waste generated; to re-use or recycle suitable waste materials generated; to minimise the pollution potential of unavoidable waste, including appropriate remediation measures for any contaminated land; to treat and dispose of the remaining waste in an environmentally acceptable manner; and to utilise secondary aggregates and construction and other materials with a recycled content. The measures shall be implemented in accordance with the approved details.

REASON To accord with the waste planning policies of the area in accordance with policy 7 of the Hertfordshire County Council Waste Local Plan 1999.

30. Development shall not commence until a specific geotechnical site investigation and site-specific survey has been undertaken, submitted to the Local Planning Authority/Local Authority, and approved in writing. This should include a desk top study of the site followed by a ground investigation. The scope of the investigation should be sufficient to identify or eliminate the presence of workings beneath the development area and may require boreholes and probe holes. The resulting risk assessment should address the risks from any workings that may affect the development and measures for mitigation and/or remediation suggested. The development shall then be implemented in accordance with the approved remediation and/or mitigation methods.

REASON: To ensure that the development is suitable and that the physical constraints of the site are taken into account and remediation and/or mitigation methods are suitable for the site in accordance with Planning Policy Guidance Note 14: Development on Unstable Land.

31. Block B - plots 10 and 14; Block C - plots 1, 5, 6 and 9; and Block E - plot 15 of the proposed building shall be glazed with obscured glass and shall be fixed so as to be incapable of being opened below a height of 1.8 metres above floor level, and shall be retained in that form thereafter.

REASON: To protect the residential amenity of adjoining occupiers in accordance with Policy D1 of the Welwyn Hatfield District Plan 2005

32. Prior to the commencement of development details of the foundations shall be submitted to the Local Planning Authority for approval in writing. Once approved, the foundations shall be built in accordance with the approved details unless otherwise agreed in writing.

REASON: To ensure that the foundations are suitable to the proposed development and the physical constraints of the site and any remediation and/or mitigation methods are taken into account in accordance with Planning Policy Guidance Note 14: Development in Unstable Ground.

Continuation...

INFORMATIVES

1. All work undertaken on the highway are to be constructed to the current Highway Authority specification, to an appropriate standard and by a contractor who is authorised to work in the public highway. All works to be undertaken on the adjoining highway shall be constructed to the satisfaction of the Highway Authority in accordance with Hertfordshire County Council publication "Roads in Hertfordshire - A Guide for New Developments." Before proceeding with the proposed development, the applicant should contact the Mid West Hertfordshire Area Office (01727 816025) to obtain their permission and requirements.
2. The applicant is advised that if it is the intention to request Hertfordshire County Council as Local Highway Authority, to adopt the proposed highways as maintainable at the public expense then the applicant should contact the Mid West Hertfordshire Area Office to discuss the technical and legal requirements. No development shall commence until the details have been approved in writing and an Agreement made under Section 38 of the Highways Act 1980 is in place.
3. The development will involve the numbering of properties and naming new streets. The applicant MUST contact WHBC Transportation (Cathy Wilkins 01707 357558 before any name or number is proposed. This is a requirement of the Public Health Act 1875 and Public Health (Amendment) Act 1907.
4. 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.

REASONS FOR APPROVAL

The proposal has been considered against National Plan Policy PPS3, PPG14, PPS25 and development plan policies (i.e. Hertfordshire Structure Plan Review 1991 - 2011 1, 6, 10, 25, 29, 46, 51, 54 and 55; Hertfordshire County Council Waste Local Plan 1999 3, 7, 8 and 11 & Welwyn Hatfield District Plan 2005 SD1, GBSP2, R3, R5, M4, M14, D1, D2, D3, D5, D6, D7, D8, D9, H2, H6, H7, H8, H9, H10, R1, R17, R20, CLT7, CLT9, CLT13, OS1, RA11 and IM2), in addition to the Human Rights Act 1998, which indicate that the proposal should be approved. Material planning considerations do not justify a decision contrary to the Development Plan (see Officer's report which can be inspected at these offices).

Continuation...

APPROVED PLAN NUMBER(S): PL/10 rev PL1 & PL110 rev P1 & PL101 rev PL1 received and dated 19-JUN-2007 & PL-118 rev PL2 & PL-120 rev PL2 received and dated 13-Aug-2007. PL-102 rev PL2 & PL-103 Rev PL2 & PL-104 Rev PL2 & PL-105 Rev PL2 & PL111 rev P2 & PL112 rev P2 & PL113 rev P2 & PL114 rev P2 & PL115 rev P2 received and dated 07-Aug-2008

Date :



Chris Conway
Chief Planning and Environmental Health Officer

DRAFT

DATED

2008

HERTFORDSHIRE COUNTY COUNCIL (1)

PLACES FOR PEOPLE HOMES LIMITED (2)

NOMINATIONS AGREEMENT

relating to
Land at the Former Hazel Grove School
Hatfield, Hertfordshire

DAVIES ARNOLD COOPER

60 Victoria Street
St Albans
Herts
AL1 3XH

THIS AGREEMENT is made the day of 2008

BETWEEN HERTFORDSHIRE COUNTY COUNCIL of County Hall Hertford Hertfordshire SG13 8DE (hereinafter called "the Council" which expression shall where the context admits include its successors in title) of the first part and PLACES FOR PEOPLE HOMES LIMITED (Industrial & Provident Society number IP19447R) whose registered office is at 4 The Pavilions Portway Preston PR2 2YB (hereinafter called "the Developer" which expression shall where the context admits include its successors in title) of the second part

WHEREAS:

1. THE Developer is to procure the construction of certain dwellings on the Property ("Supported Living Units" as hereinafter defined) pursuant to the Development Agreement (as hereinafter defined) of even date herewith and it has been agreed that in consideration for the transfer of the Property and other land by the Council to the Developer (as hereinafter defined) the Council shall have nomination rights in respect of such dwellings and/or bed spaces therein on the terms hereinafter appearing
2. THIS Agreement is supplemental to the Transfer

NOW IT IS HEREBY agreed as follows:-

1. Definitions and Interpretations

IN this Deed the following words shall save as provided by clause 12 have the following meanings:-

- 1.1 "Development Agreement" means an Agreement made between the Council (1) and the Developer (2) dated 21 December 2007 for the sale and development of the Property as varied by supplemental agreements dated 12th June 2008 and 30th September 2008 respectively between the same parties thereto

Based upon the Ordnance Survey map with the permission of the Controller of Her Majesty's Stationery Office, Crown Copyright and the permission of the Ordnance Survey, the map is reproduced by the permission of the Ordnance Survey.

CSF

27

13

LANE END

6

HAZEL GROVE

TCB



A JB AMENDMENT TO DISPOSAL 2910
SITE 2007



Property Solutions
Lambert Smith Hampton
Fountain Court
2 Victoria Square
St Albans
Hertfordshire
AL1 3JT
Switchboard 01727 834234
Fax 01727 896252
www.lsh.co.uk



PROJECT
Higher Needs Support Unit
Hazel Grove
Hatfield

DRAWING TITLE
Site Boundary and
Building Position
Contract Plan 3

DRAWN JO-ANN BURKE
CHECKED 12/10/2007
SCALE NOT TO SCALE
FILE NO EM 12494A

	HCC Retained Site
	Disposal Site
	HNSU Site

1.2 **"Developer's Notice"** means a notice in writing identifying:-

- (a) each dwelling or bed space therein available for letting and comprising a Supported Living Unit; or
- (b) when each dwelling or bed space comprising a Supported Living Unit therein will be Available for Letting

1.3 **"Available for Letting"** means vacant and ready for occupation provided that a Supported Living Unit which cannot be occupied solely because it has to be fitted out to suit the needs of a nominee in accordance with any special requirements of the Council or an occupational therapist or other suitably qualified person (and the Developer is able if required by the Council to demonstrate to the Council's satisfaction acting reasonably that the time it will take to fit out the Supported Living Unit is reasonable (it being assumed that any equipment to be supplied or fitting out to be carried out by the Council will be promptly supplied or carried out)) shall be deemed to be Available for Letting

1.4 **"Care Provider"** means the Council MENCAP or such other organisation as the Council shall from time to time appoint (with the prior approval of the Developer such approval not to be unreasonably withheld or delayed)

1.5 **"Council's Panel"** means the chair of Hertfordshire County Council Adult Care Services Department Learning and Disability panel

1.6 **"Date of Practical Completion"** means the date upon which the Supported Living Units are certified as being practically completed pursuant to the terms of the relevant building contract

1.7 **"Financial Year"** means the period of twelve months from the 1st April in each year to the 31st March in the following year (being the Developer's financial year for accounting purposes)

1.8 **"Higher Voids Threshold"** occurs where the amount of Rental Income lost in a Financial Year as a result of a Void or Voids exceeds 6% of the Developer's annual budgeted rental income for the Supported Living Units in that Financial Year

- 1.9 **"Occupancy Agreement"** means the appropriate form of occupancy agreement which complies with the requirements of the Housing Corporation from time to time
- 1.10 **"Service Level Agreement"** means an Agreement to be entered into between the Developer and the Care Provider relating to the provision of care in such form as the Care Provider and the Developer shall agree acting reasonably
- 1.11 **"PfP Individual Support"** means Places for People Individual Support Limited (Industrial & Provident Society number IP20014R)
- 1.12 **"Property"** means the land on which the Supported Living Units are to be constructed known as land at the former Hazel Grove School Hatfield Hertfordshire and shown edged green on the plan annexed hereto
- 1.13 **"Review of User"** means a review by the Developer and the Council regarding the continued use of the Supported Living Units by persons with Special Needs and whether such use shall be amended to include such other occupants as may be agreed from time to time by the parties hereto
- 1.14 **"Selection Criteria"** means the criteria for selecting a nominee for occupation of a Dwelling as substantially set out in the form of the draft document annexed hereto
- 1.15 **"Special Needs"** means any person or persons with learning disabilities or such other special needs in view of their mental and physical health or capabilities as may be identified and agreed between the parties in accordance with the review provision under Clause 6.5 hereof
- 1.16 **"Supported Living Unit"** means each of the 6 flats which are to be constructed for use by persons with Special Needs at the Property
- 1.17 **"The Council's Director"** means the Director of Adult Care Services or such other officer within the Council's Adult Care Services Department as may be designated from time to time by the Council
- 1.18 **"The Selection Panel"** means a panel made up of representatives from the Council, the Developer and the Care Provider

- 1.19 **"Transfer"** means a Transfer of even date herewith relating to the Property and made between the Council (1) and the Developer (2)
- 1.20 **"Void"** exists when :
- (a) in the case of the initial lettings a Supported Living Unit is Available for Letting;
 - (b) in the case of re-lets a Supported Living Unit is Available for Letting
- 1.21 **"Voids Threshold"** occurs where the amount of rental income lost (and not paid to the Developer by way of Void Guarantee) as a result of a Void or Voids in a Financial Year exceeds 3.68% of the Developer's reasonable annual budgeted rental income for the Supported Living Units for that Financial Year
- 1.22 **"Void Guarantee"** means a sum of money which shall be equal to the amount of rental income which the Developer would have received from any Void in excess of the Voids Threshold
- 1.23 **"Working Day"** means Monday to Friday in each week (other than any such day which is a public holiday)

2. Consideration

IN consideration of the Transfer the Developer hereby grants to the Council and its statutory successors in title

- 2.1 the right to nominate to the Developer persons with Special Needs to take up accommodation in the Supported Living Units subject as hereinafter provided
- 2.2 the Repurchase Option as hereinafter described

3. Letting to Nominees

THE Council and the Developer shall use their reasonable endeavours to ensure that the Supported Living Units are let as soon as possible in accordance with the procedures hereinafter set out and thereafter are re-let promptly to nominees defined in Clause 6 hereof

4. Selection Criteria

THE Council shall make the nominations referred to in Clauses 2.1 and 3 in accordance with the Selection Criteria as may be amended from time to time

5. Nominations Procedure

THE nominations referred to in Clauses 2.1 and 3 shall be exercisable in accordance with Clause 6

6. Letting Procedure

6.1 With regard to the first letting of each Supported Living Unit:

6.1.1 The Developer shall inform the Hertfordshire County Council Adult Care Services Department and the local Community Learning Disability Team at least three months before the estimated Date of Practical Completion of each Supported Living Unit

6.1.2 The Developer in consultation with the Council's Panel will set a date for a selection meeting to take place such meeting normally to take place within 2 weeks of the notice given under Clause 6.1.1 above but in any event within one month of such notice (such that the selection meeting will take place at least two months before the anticipated Date of Practical Completion)

6.1.3 The Council's Panel will nominate and prioritise nominees that accord with the Selection Criteria for the scheme and who fall within the category of persons whom the Developer is permitted to house by virtue of its rules constitution or letting policy to be considered at the selection meeting and the Selection Panel will consider the nominees

6.1.4 The Council's Panel will use its best endeavours to ensure that all members of the Selection Panel are provided with a comprehensive assessment of each nominee in advance of the meeting

6.1.5 A social worker or care manager for each nominee will normally attend selection meetings to represent the needs of their client

- 6.1.6 The Selection Panel will select the highest prioritised nominee(s) who is acceptable to the Council the Developer and the Care Provider. The Selection Panel may also select reserve nominees. The Developer shall have the final say (subject as provided in clause 6.6) as to the selection of nominees but the Developer must give reasons in writing for its rejection of any nominees
- 6.1.7 The Selection Panel will fix a date to reconvene after the assessment has taken place pursuant to Clause 6.1.8 below. That date will be no more than one month from the date of the selection meeting
- 6.1.8 Following the selection meeting the Developer will arrange for an assessment of the selected nominee(s) to be carried out by the Developer and the Care Provider within two weeks of the selection meeting
- 6.1.9 The Developer and the Care Provider will then make a decision as to whether the nominee is suitable and should be made an offer of housing
- 6.1.10 The Selection Panel will (if the parties consider it necessary) reconvene on the date set in accordance with Clause 6.1.7 and will decide which nominee is to be offered a place at the scheme and the nominee who will be offered a place if the first candidate does not accept the offer
- 6.1.11 The successful nominee will be notified immediately and a further meeting will be arranged with the nominee at which the nominee will be made an offer of accommodation
- 6.1.12 The successful nominee will be given one week in which to decide whether to accept the offer of accommodation
- 6.1.13 If the nominee rejects the offer of accommodation or fails to accept it within one week of the meeting pursuant to Clause 6.1.11, the process under Clauses 6.1.10 – 6.1.14 will be repeated in relation to the second nominee

6.1.14 If the second nominee rejects the offer of accommodation or fails to accept within one week of meeting pursuant to clause 6.1.11 the process will be repeated in relation to the next suitable nominee

6.1.15 If the nominee accepts the offer he or she shall sign an Occupancy Agreement as soon as possible and in any event no later than two weeks after acceptance of the offer Provided the accommodation offered is vacant and ready for occupation

6.2 On any subsequent letting of a Supported Living Unit:

6.2.1 The Developer will serve a Developer's Notice on Hertfordshire County Council Adult Care Services Department and the local Community Learning Disability Team within two working days of receiving notice of any vacancy that is going to arise or promptly when the Developer has reason to anticipate a vacancy

6.2.2 The Selection Panel will within 5 working days promptly refer a nominee to the Developer

6.2.3 If more than one nominee is referred pursuant to Clause 6.2.2 a selection meeting will be convened in accordance with Clause 6.1.2 within one week of the referral pursuant to Clause 6.2.2 above and the procedure set out in Clauses 6.1.3 to 6.1.15 above will be followed

6.2.4 If only one nominee is referred to pursuant to Clause 6.2.2 an assessment will be carried out pursuant to Clause 6.1.8 within two weeks of the referral being made by the Selection Panel and the process set out in Clauses 6.1.9, 6.1.10 and 6.1.11-6.1.15 will be followed. In the event that the parties cannot reach a decision pursuant to Clause 6.1.9 the Selection Panel will be convened in accordance with Clause 6.1.10

6.3 The Developer and the Care Provider shall prior to the first occupation of any of the Supported Living Units and at all times thereafter have in place a Service Level Agreement

6.4 In relation to Voids:

6.4.1 At the end of each quarter within a Financial Year the Developer shall notify the Council's Director in writing (a "Voids Notice") specifying whether the Voids Threshold for that Financial Year has been exceeded and if so, by how much

6.4.2 Within 21 days of receipt of a Voids Notice showing that the Voids Threshold has been exceeded then the Council will pay the Void Guarantee payable in respect of such Voids Notice to the Developer (but net of any Void Guarantee paid by the Council in respect of Voids Notices for previous quarters of the Financial Year)

6.4.3 If the Voids Notice shows that the Higher Voids Threshold for the current Financial Year has been exceeded then the Council and the Developer will carry out a Review of User of the Supported Living Units within 28 days following service of the Voids Notice

6.5. In relation to Review of User

6.5.1 If it is decided that the Supported Living Units should continue to be occupied solely by persons with Special Needs the provisions of this Agreement shall continue (including the payments referred to in Clause 6.4 above) notwithstanding the fact that the Higher Voids Threshold may have been exceeded

6.5.2 If following the Review of User it is decided that the Supported Living Units should be occupied by other persons and this is permitted under any relevant planning permission the provisions of this agreement shall be amended accordingly and any dispute regarding such amendments shall be referred to an arbitrator in accordance with the provisions of Clause 6.5.3 and the Council shall be required to continue to pay the Void Guarantee until such revised Agreement has been finalised

6.5.3 In the event of any disagreement or dispute between the parties hereto in respect of the Review of User the Council and the Developer shall use their reasonable endeavours to resolve the matter but failing resolution between the parties within ten Working Days of the dispute arising the matter shall be referred to the decision of an arbitrator appointed jointly by the parties or in

the event of disagreement by the Housing Corporation and his decision shall be final and binding on the parties

- 6.6 The Developer may refuse to select a nominee and/or offer an Occupancy Agreement to a nominee only if acting reasonably and if satisfied that such a nominee does not fall within the category of persons whom the Developer is permitted to house by virtue of its rules constitution or letting policy and the Service Level Agreement or if agreed with the Council such agreement not to be unreasonably withheld that such nominee will be incompatible with the existing occupiers of the Supported Living Units and if the Council does not agree with the Developer's decision the Developer must give reasons in writing for its rejection

7. Monitoring

FOR the purpose of monitoring the Council's nominations the following arrangements shall apply namely at least once in every period of three months the Developer shall provide to the Council's Director or such other duly authorised officer of the Council as appropriate at the time records showing the Supported Living Units which were empty in the previous period of three months and such records shall show the addresses of such Supported Living Units to whom such Supported Living Units were allocated and the specific category of allocation (for example whether such was a transfer case a Council nomination a referral by some other organisation or from the Developer's own waiting list)

8. Letting to Council Nominees

The Developer shall use its reasonable endeavours to ensure that on the first letting and subsequent re-lettings of each of the Supported Living Units they shall be let to a nominee of the Council

9. Provision of Care

The Council shall in the first instance provide the care for the occupiers of the Supported Living Units but in the event of the Council deciding not to do so it shall appoint another Care Provider and the Developer shall enter into a Service Level Agreement with that Care Provider

10. No Occupancy before Practical Completion

THE Developer shall not permit any nominee to take up residence in a Supported Living Unit or enter into an Occupancy Agreement until the Date of Practical Completion

11. Personal Agreement

- 11.1 the terms of this Agreement are personal to the parties hereto and for the avoidance of doubt the Developer shall not transfer mortgage or charge this Agreement save as provided in the "Transfer" (as such term is described in the Agreement)

12. Repurchase Rights

- 12.1 In this clause 12 the following expressions shall have the meanings respectively assigned to them unless the context otherwise requires and expressions not defined in this clause 12 shall have the meanings respectively assigned to them in clause 1.1 of the Development Agreement and clause 1 of this Nominations Agreement as follows:

"Actual Completion" means the date the transfer of the Property by the Developer to the Council pursuant to the Repurchase Option is actually completed

"Additional Sum" means the positive sum which is the Council's Proportion less any Grant repaid to the Council pursuant to clause 12.14

"Building Costs" means the value of works and materials on the Property directly attributable to the Development as at the date of service of the Repurchase Notice in respect of which the Developer has produced evidence of the invoice or demand and payment thereof but deducting all Wasted Costs:

"Completion Date" means the later of:

- a) the 20th working day following service of a Repurchase Notice; and
- b) the 10th working day after the date of agreement or determination of the Market Value and where appropriate the Scheme Costs

"Council's Proportion" means 70.47% of the Market Value

"Developer's Proportion" means 29.53% of the Market Value

"General Conditions" means the Standard Conditions of Sale Fourth Edition

"Grant" means the sum of £1,070,000 to be paid by the Council to the Developer pursuant to clause 23.1 of the Development Agreement or (if lower) so much of it as has at the date of the relevant Trigger Event been advanced by the Council to the Developer

"Chargee's Notice" shall have the meaning ascribed to it in the Transfer

"Default Day" shall occur on each day (other than a day falling within a Selection Period) that a Supporting Living Unit shall not after the Date of Practical Completion be either Available for Letting or subject to an Occupancy Agreement in accordance with this Agreement but shall exclude any days where a Supported Living Unit is not Available for Letting because occupation of or access to the Supported Living Unit is prevented due to major repairs required to be carried out to the Supported Living Unit or the building in which it is contained or due to damage or destruction to the Supported Living Unit or building

"Default Threshold" shall occur when the aggregate amount of Default Days arising in respect of all the Supporting Living Units in any calendar year shall exceed 30

"Incidental Costs" means such of the following costs and expenses directly attributable to the acquisition and development of the Development as are not Wasted Costs and in respect of which the Developer has produced evidence of the invoice or demand and payment thereof:

- a) Solicitors' acquisition costs
- b) Ancillary Legal Agreement fees
- c) Search fees
- d) Land Registry fees
- e) Planning application fee
- f) Planning architects fee
- g) CDM Planning Supervisor fee
- h) Employers agents fee
- i) Clerk of Works
- j) Herts & Essex Investigation

- k) Building Surveyor
- l) Valuer's fees
- m) Insurance fees
- n) Building regulations
- o) Furniture/white goods

"Market Value" means the market value of the Property determined in accordance with clause 12.6.1

"Repurchase Notice" means the notice served by the Council pursuant to clause 12.3

"Repurchase Option" means the Option granted to the Council by clause 12.2

"Repurchase Period" means the period of 10 years from the date of this agreement

"Repurchase Price" means aggregate of:-

- a) the greater of:
 - (i) the Developer's Proportion' and
 - (ii) the Scheme Costs;
 and
- b) any Grant repaid to the Council pursuant to clause 12.14

"Scheme Costs" means the sum of £447,314 or in the event of the exercise of the Repurchase Option prior to the Date of Practical Completion the lower of:

- a) £447,314; and
- b) the aggregate of the Building Costs and the Incidental Costs less the Wasted Costs

"Selection Period" means in relation to a relevant Supported Living Unit the period commencing with the service of a Developer's Notice and ending with a nominee accepting an offer and signing an Occupancy Agreement pursuant to clause 6.1.15 of this Agreement

"Trigger Event" shall occur on:

- a) where the Developer shall

- (i) become subject to a winding up order either by the court or voluntary (except for the purchases of reconstruction or amalgamation not involving any reduction of capital)
 - or
 - (ii) without limitation cease to exist except where it ceases to exist by way of transfer of engagement to or by merger with a registered social landlord
- b) each occasion where the Default Threshold shall have been exceeded
- c) the second anniversary of the date of this Agreement (which date is to be extended by the periods (on aggregate not exceeding 12 months) of any extensions of time properly awarded under the terms of the Building Contract) if by that date the Date of Practical Completion has not arisen

"Wasted Costs" means all of the following:

- a) monies which shall have been paid because of any default on the part of the Developer under the Building Contract as such term is described in the Development Agreement
- b) any premium payments necessary for a new contractor to complete the Building Works
- c) the value of works and materials not comprised in or in accordance with the Building Works
- d) All Incidental Costs:
 - (i) incurred as a consequence of any event specified in paragraph (a) above
 - (ii) attributable to the enforcement of default of the Building Contractor or the Developer under the Building Contract
 - (iii) any variation or departure from the Building Contract or Specification

Provided that any costs incurred under the Building Contract as a result of the installation of extras required by the Council or the carrying out of additional works requested by the Council shall not fall within this definition

- 12.2 The Developer grants to the Council the option to buy the freehold interest in the Property at the Repurchase Price on the terms and conditions of this clause 12

12.3 Subject to clause 12.4 the Repurchase Option shall be exercisable by the Council serving on the Developer at any time during the Repurchase Period notice in writing in the form set out in the schedule

12.4 The Council shall not be entitled to exercise the Repurchase Option;

12.4.1 unless a Trigger Event has first occurred; or

12.4.2 if a Chargee's Notice has been served

and any exercise of the Repurchase Option shall cease to have effect in the event that a Chargee's Notice is served prior to Actual Completion

12.5 On valid exercise of the Repurchase Option the Developer shall sell and the Council shall purchase the Property on the terms and conditions of this Agreement

12.6 Following service of the Repurchase Notice the Council and the Developer shall endeavour to agree the Market Value and (where the exercise of the Repurchase Option is prior to the Date of Practical Completion) the Scheme Costs and the following provisions shall apply:

12.6.1 The Market Value shall be the market value of the Property and all buildings erected thereon at the date of service of the Repurchase Notice (or, in the case of determination of the Market Value pursuant to clause 12.15, at the date of service of the notice referred to in clause 12.15.1) calculated in accordance with the relevant Practice Statements and guidance published in the Royal Institution of Chartered Surveyors Appraisal and Valuation Standards or any replacement of such Standards at such date assuming a willing buyer and a willing seller in an arm's length transaction and that the Property is sold subject to the tenancy agreements referred to in clause 12.9 but otherwise with vacant possession but disregarding the terms of this Agreement the Charge and the provisions of clauses 13.5, 13.7, 13.8 and 13.9 of the Transfer and any restrictions on the title to the Property relating thereto

12.6.2 If the Council and the Developer do not agree the Market Value or Scheme Costs or both within 20 working days of the date of service of the Repurchase

Notice determination of the Market Value or Scheme Costs or both may be referred on the application of either party for determination by an independent valuer appointed by the parties jointly or if they do not agree on an appointment appointed by the President (or other senior officer) for the time being of the Royal Institution of Chartered Surveyors at the request of either party

12.6.3 The independent valuer so appointed is to act as an arbitrator and not an expert and his fees shall be borne by the Council and the Developer in equal shares

12.6.4 The arbitration shall be conducted in accordance with the Arbitration Act 1996

12.7 Completion of the sale and purchase and payment of the Repurchase Price shall take place on the Completion Date on or before 1 pm at the offices of the Developer's Solicitors or where they may reasonably direct

12.8 The Developer sells the Property with full title guarantee

12.9 The Property is sold subject to any Occupancy Agreements granted to occupants of the Supported Living Units under this Agreement and to any tenancy agreement granted to the occupant of the one bedroom two person flat for general needs forming part of the Development but otherwise with vacant possession and free from encumbrances provided that the Council may waive the performance of this obligation in whole or in part at any time

12.10 The title to the Property shall be deduced in accordance with the Land Registration Act 2002

12.11 The Developer shall at its own expense use all reasonable endeavours to procure that there shall be assigned or transferred to the Council on or prior to Actual Completion all title and rights to the works and materials lying on the Property free from the interest of any party so that Council may exploit and enjoy them as legal owner

12.12 The Council shall be entitled to waive the performance of the obligations of the Developer set out in the preceding paragraph 12.11 of this Agreement and after

Actual Completion to discharge or compromise any claim by a third party affecting title to the works and materials lying on the land

12.13 The Developer consents to registration of a notice of this Agreement in the charges register of the Developer's title to the Property and shall do all things necessary to enable a notice under the Land Registration Act 2002 Section 32 to be registered

12.14 The Developer shall if required by the Council repay the Grant to the Council within 14 days of the second anniversary of the date of this Agreement (which date is to be extended by the periods (on aggregate not exceeding 12 months) of any extension of time properly awarded under the terms of the Building Contract) if by that date the Date of Practical Completion had not arisen

12.15 In the event that the Council shall require repayment of the Grant pursuant to clause 12.14 (but not otherwise) and the Council shall not have exercised the Repurchase Option within 6 months of the date upon which the Grant shall have been repaid the following provisions shall apply:-

12.15.1 The Developer may by serving notice on the Council at any time after the date 6 months after the Grant shall have been repaid request a valuation of the Property

12.15.2 Following service of the notice referred to in clause 12.15.1 the Council and the Developer shall endeavour to agree the Market Value at the date of service of such notice and the provisions of clause 12.6 shall apply mutatis mutandis

12.15.3 The Developer may elect within 20 working days after agreement or determination of the Market Value to pay the Additional Sum and forthwith following receipt thereof the Council and the Developer shall each release the other from the terms of this Agreement the Charge and the provisions of clauses 13.5, 13.7, 13.8 and 13.9 of the Transfer and provide its consent to the removal from the title to the Property of any restrictions relating thereto

Provided that if the Developer has not exercised the right referred to in clause 12.15.3 and paid the Additional Sum to the Council within six months of the service of the notice referred to in clause 12.15.1 then this clause 12.15 shall be null and void

- 12.16 The transfer to the Council shall include the grant of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Supported Living Units and for the carrying out of the Development and in default of agreement the form of such transfer shall be settled on the application of either party by a Conveyancing Counsel of not less than 15 years call appointed by the parties jointly or if they do not agree on an appointment appointed by the President of the Bar Council at the request of either party
- 12.17 The exercise of the Repurchase Option shall not effect waive or extinguish any right claim or entitlement the Council may have against the Developer arising from any breach non-observance or non-performance on the part of the Developer of its obligations and duties under this Agreement and for the avoidance of doubt the provisions of this Agreement shall not merge in the transfer pursuant to the Repurchase Option in so far as they remain to be performed
- 12.18 Nothing in this agreement shall be construed as implying an entitlement on the part of the Developer or an obligation on the part of the Council to authorise approve pay or procure the payment of the Grant or any grant or subsidy to the Developer or any other person or body in connection with the Development or any other purpose
- 12.19 Without prejudice to the provisions of clause 6.5 in the event that at any time after the date two years after the Date of Practical Completion either:
- (a) for a continuous period of 6 months all of the Supported Living Units are Available for Letting and no nominees have been selected pursuant to clause 6.1; or
 - (b) the Council agrees that the Developer may do so
- the Developer may by serving notice on the Council request a valuation of the Property.
- 12.20 Following service of the notice referred to in clause 12.19 the Council and the Developer shall endeavour to agree the Market Value at the date of such notice and the provisions of clause 12.6 shall apply mutatis mutandis

12.21 The Developer may elect within 20 working days after agreement or determination of the Market Value pursuant to clause 12.20 to pay the Additional Sum and forthwith following receipt thereof the Council and the Developer shall each release the other from the terms of this Agreement the Charge and the provisions of clauses 13.5, 13.7, 13.8 and 13.9 of the Transfer and provide its consent to the removal from the title to the Property of any restrictions relating thereto

13. Notices

All notices to be served under this Agreement shall be sent by first class post or hand delivered and in the case of the Council shall be addressed to the Director of Adult Care Services at County Hall Hertford or such other person or persons who shall be nominated in writing by the Council for the purpose of receiving notices hereunder and in the case of the Developer shall be addressed to the Development Director at Ground Floor Jonathan Scott Hall Thorpe Road Norwich NR1 1UH or such other person who shall be nominated in writing by the Developer for the purpose of receiving notices hereunder

14. Interest

In the event that any payment due under this Agreement is not paid within 21 days of the due date interest will become payable at the rate of 3% above the base lending rate of National Westminster Bank plc from time to time calculated from the date on which the payment became due to the date of actual payment

15. VAT

All sums payable under this Agreement are exclusive of VAT and any VAT payable shall be paid in addition to any sum due

16. Third Party Rights Act

It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Agreement is not intended to and does not give rights to any third parties to enforce any provisions contained in it

17. Agreements and Declarations

It is hereby agreed and declared that:-

17.1 This Agreement can be amended by way of exchange of correspondence between the parties signed in the case of the Council by its Director of Adult Care Services or such other duly authorised officer of the Council as appropriate at the time and in the case of the Developer by The Director of Care and Support

17.2 This Agreement shall be governed by English Law and the parties hereto hereby agree to submit to the exclusive jurisdiction of the English Courts

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

The Common Seal of **HERTFORDSHIRE
COUNTY COUNCIL** was hereunto affixed
in the presence of:

County Secretary/ Authorised Signatory

Executed as a deed by **PLACES FOR
PEOPLE HOMES LIMITED** by
affixing its common seal in the presence of:

Authorised Signatory



Authorised Signatory

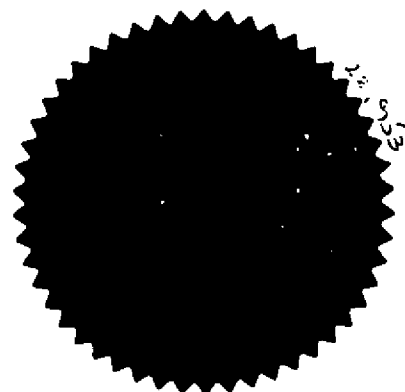
Landlord has entered into the Council's nomination agreements regarding the Affordable Housing Units and the County Council's Nomination Agreement regarding the HNSU which transfer shall include the grant and reservation of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Combined Affordable Housing Units and the Private Housing Units and for the carrying out of the Development and the requirements of this Deed

- 4.1.3 Notice in writing has been given to the Council and the County Council of and within 7 days from the occupation upon sale of the last unit of 50% of the Private Housing Unit

IN WITNESS whereof the Council the County Council and the Owner have executed this Deed but not delivered until the day and year first before written

THE COMMON SEAL of WELWYN)
HATFIELD BOROUGH COUNCIL)
is hereunto affixed in the)
presence of:-)

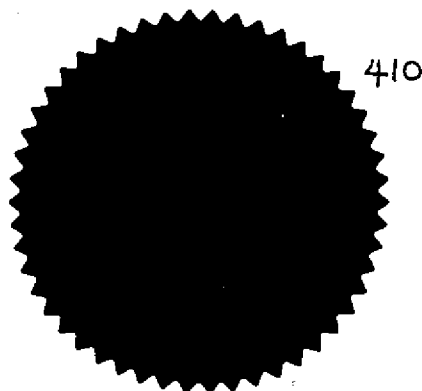

Mayor

Authorised Officer



THE COMMON SEAL of HERTFORDSHIRE)
COUNTY COUNCIL)
is hereunto affixed in the presence of:-)


ANDREW L LAYCOCK

County Secretary/~~Assistant County Secretary~~

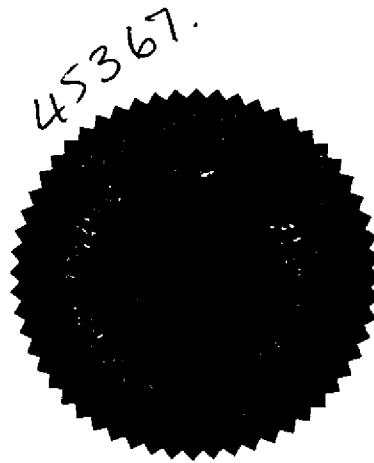


THE COMMON SEAL of PLACES
FOR PEOPLE HOMES LIMITED
is hereunto affixed in the
presence of:-

Director

S. Dicks

Secretary/Director



Date 30th January
2008

WELWYN HATFIELD
BOROUGH COUNCIL

and

HERTFORDSHIRE COUNTY
COUNCIL

and

PLACES FOR PEOPLE
HOMES LIMITED

AGREEMENT

made in pursuance of Section
106 of the Town and Country
Planning Act 1990 relating to
land situate and known as
former Hazel Grove JMI School
Hazel Grove Hatfield,
Hertfordshire

Muhammad Choudhry
Solicitor
Welwyn Hatfield Borough
Council
Council Offices
The Campus
Welwyn Garden City
Herts
AL8 6AE