



dated *17 February* 2020

Welbrook LLP

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 land adjacent to 45 Broadwater Road, Welwyn Garden City,
AL7 3AX

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Agreement

dated 17 February 2020

Parties

- (1) **Welbrook LLP** (Co Regn No. **OC388976**) whose Registered Office is situate at Janice Ash, 14 Parkway, Welwyn Garden City, Hertfordshire, AL8 6HG (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 and County are the local planning authorities for the purposes of the Act for the area within which the Application Site is situated and as such are the local planning authorities entitled to enforce the terms of this Agreement.
- (B) The County is also the Highway Authority for the area within which the Application Site is situated.
- (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) The Council and County consider it expedient should planning permission be granted pursuant to the 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 Definitions

For the purposes of this Deed (including the Recitals) the following expressions shall have the following meanings in addition to the definitions set out in the Schedules hereto:

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

Application means the application for planning permission validated by the Council on dated 17 January 2019 for the Development and allocated reference number 6/2018/3292/MAJ;

Application Site means the land known as land adjacent to 45 Broadwater Road, Welwyn Garden City, AL7 3AX as shown edged red on the Plan annexed hereto marked "Site Plan" being the land registered at the Land Registry under title number HD552994;

Commencement Date means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site survey site clearance archaeological investigations for the purpose of assessing ground conditions preparation work remedial or remediation work in respect of any contamination or other adverse ground conditions diversion and laying or removal of services erection of any temporary means of enclosure including fences and hoardings the temporary display of site notices or advertisements and **Commencement** and **Commence** and **Commences** and **Commenced** shall mutatis mutandis be construed accordingly;

Development means the erection of a four storey development comprising 91 x bed care home with 13 x care suites as set out in the Application;

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

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

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 one thousand three hundred and sixty eight pounds and eighty five pence (£1,368.85) (index linked to the latest Retail Price Index figure available (Dec 2019)) towards the Council's reasonable and proper administrative costs of monitoring compliance with the provisions of this Agreement;

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 and **Party** shall mean one of any of the Parties;

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 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 that the Development has been constructed and is available for Occupation;

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

Schedules means Schedules 1 to 2 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;

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

1.2 Interpretation

1.2.1 Where in this Agreement reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Agreement.

1.2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner.

1.2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

1.2.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.

1.2.6 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and the County the successors to their respective statutory functions.

1.2.7 The headings and contents list are for reference only and shall not affect construction.

1.2.8 The words **including** and **include** shall be deemed to be followed by the words **without limitation**.

1.2.9 References in this Agreement to **development** shall have the meaning given to it by Section 55 of the Act.

2 Legal basis

2.1 This Agreement is made pursuant to Section 106 of the Act and to the extent that they fall within the terms of Section 106 of the Act, the obligations contained in this Agreement are

planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council and the County against the 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 the obligations in the Schedules which are conditional upon the grant of the Planning Permission and Commencement of the Development

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 and County.

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

In respect of the Owner at:

Mr Michael McInerney
Welbrook LLP
14 Parkway
Welwyn Garden City
Hertfordshire
AL8 6HG

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: 6/2018/3292/MAJ

In respect of the County at:

The Chief Legal Officer
Hertfordshire County Council
County Hall
Pegs Lane
Hertford
Herts SG13 8DE
Ref: 013482

- 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 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their entire interest in the Application Site save that they will remain liable for any breaches of this Agreement occurring before that date.
- 4.8 Any agreement obligation covenant or undertaking contained herein by the Owner, the Mortgagee, the County or the Council which comprise more than one person or entity shall be joint and several. Where any agreement obligation covenant or undertaking is made with or undertaken towards any of the parties to this Agreement which comprise more than one person it shall be construed as having been made with or undertaken towards each such person separately.
- 4.9 No compensation shall be payable by the Council or the County to any party to this Agreement or their successors in title and assigns arising from the terms of this Agreement and unless specified otherwise in this Agreement all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the successors in title to the Owner and at no cost to the Council or the County.
- 4.10 Without prejudice to the Council and the County Council's statutory rights 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.
- 4.11 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.

4.12 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).

4.13 Save for the restrictions on Occupation and use set out herein, this Agreement shall not be enforceable against an individual owner occupier of the Development or their mortgagee or chargee.

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 on completion of this Agreement;

5.1.3 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.

5.1.4 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;

5.1.5 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

5.1.6 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**

6.1 The Council (in respect of the obligations to be performed in favour of the Council) covenant separately with the Owner:

6.1.1 to provide written confirmation, at the written request of the Owner, of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed;

6.1.2 to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council (or the County as the case may be) will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation;

- 6.1.3 to use all sums received from the Owner under the terms of this Agreement for the purpose(s) specified in this Agreement for which they are paid;
- 6.1.4 upon written request to repay to the person who paid it any sums received from the Owner pursuant to the Schedules to this Agreement which have not been expended or contractually committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of the expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be released to the Council and County without limitation and free from any liability and obligations on the part of the Council and County.

7 Covenants by the County

7.1 The County covenants with the Owners:

- 7.1.1 following receipt of a written request from the Owners, to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed;
- 7.1.2 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;
- 7.1.3 to use all sums received from the Owners under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid;
- 7.1.4 At any time prior to the expiry of the expenditure period for any contribution pursuant to paragraph 7.1.5 below the Owners shall be entitled to submit a written request from the County AND the County shall (without cost to the Owners) 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 Owners' request upon receipt of a written request from the Owners AND in each instance such evidence shall be disclosed to the Owners within 20 Working Days
- 7.1.5 that it will repay to the person who paid it a sum equal to the amount of any payment made by the Owners to the County under this Agreement 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 5.1.6 hereof.

8 Expenditure in Advance of Receipt of Contributions

- 8.1 If prior to the receipt of any of the Sustainable Transport Contribution the County Council incurs any expenditure in sustainable transport measures the need for which arises from

or in anticipation of the Development then the County Council may immediately following receipt of the Sustainable Transport Contribution apply such expenditure incurred

9 **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.

10 **Change in ownership**

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

11 **Interest**

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

12 **Indexation – Contribution payable to the County**

12.1 The Sustainable Transport Contribution shall be index-linked to increases in the SPONS 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 SPONS Index for the date upon which the interim payment described below is actually paid;

D is the figure SPONS Index figure for July 2006; and

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

12.2 The Travel Plan Evaluation and Support Contribution shall be index linked by reference to the Retail Price Index figure of May 2014 to the finalised figure applicable to the quarter in which the Travel Plan Evaluation and Support Contribution is paid

12.3 Where any sum to be paid to the County under the terms of this Deed is required to be indexed then an interim payment shall initially be made based on the latest available forecast figure (or figures as the case may be) at the date of payment and any payment or payments by way of adjustment shall be made within ten (10) Working Days of written demand by the County once the relevant indices have been finalised.

13 **Value Added Tax**

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

14 **Dispute provisions**

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

14.2 The Notice must specify:

14.2.1 The nature, basis and brief description of the dispute;

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

14.2.3 The proposed expert.

14.3 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 14.1 either Party may request that the following nominate the expert at their joint expense:

14.3.1 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;

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

14.3.3 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;

14.3.4 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;

14.3.5 If such dispute relates to Affordable Housing the expert shall be nominated by the President of the Royal Town Planning Institute; and

14.3.6 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 14.3.1 to 14.3.5 the President of the Law Society may nominate such person or persons falling within the description of sub-clauses 14.3.1 to 14.3.5 as he thinks appropriate including joint experts.

14.4 If an expert nominated or appointed pursuant to clause 14.3 shall die or decline to act another expert may be appointed in his place in accordance with the provisions of clause 14.3.

- 14.5 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 20 Working Days from the date of the notice of his appointment which is served on the parties pursuant to clause 14.3
- 14.6 Notice in writing of the appointment of an expert pursuant to this clause 14.3 shall be given by the expert to the Parties and he shall invite each of the Parties to submit to him within ten 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.
- 14.7 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 14.6 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 14.8 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.
- 14.9 If for any reason the expert fails to make a decision and give notice thereof in accordance with this clause 14.5 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).
- 14.10 The expert's costs shall be in the expert's award or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 14.11 Nothing in this clause 14 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.
- 14.12 For the avoidance of doubt references to 'Party' or 'Parties' in clauses 14.1 – 14.12 exclude the County and the County shall not be required to submit to or be bound by the provisions of the said clause

15 **Planning consents granted pursuant to Section 73 of the Act**

- 15.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act (as amended) and unless the Council and the County decide otherwise, with effect from the date that the any new planning permission is granted pursuant to Section 73 of the Act (as amended):
- 15.1.1 the obligations in this Agreement shall (in addition to continuing to bind the Application Site in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Application Site granted pursuant to Section 73 of the Act and the Application Site itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act;
- 15.1.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include references to any applications under

Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

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

6/2022/0366/VAR
"The obligations in this Agreement relate to and bind the Application Site in respect of which a new planning permission referenced [6/2022/0366/VAR] 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

16 **Jurisdiction**

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

17 **Delivery**

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

In witness whereof the parties hereto have executed this Agreement on the day and year first before written.

Schedule 1

Financial Contribution to the County

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

Sustainable Transport Contribution means the sum of sixteen thousand five hundred pounds (£16,500) (index linked as provided for in this Agreement at paragraph 12.1) as a contribution towards the design and construction of highway improvement works traffic management schemes traffic studies improvements to public transport and/or measures as will encourage users of the Development to travel to and from the Development by means of transport other than the private car which the Director of Environment in his absolute discretion determines will contribute to the improvement of highway conditions on parts of the network affected by traffic associated with the Development;

Financial Contributions

The Owner hereby covenants with the County:

- 1 To pay the Sustainable Transport Contribution to the County prior to the Commencement Date;
- 2 Not to Commence nor permit Commencement until the Sustainable Transport Contribution have been paid in accordance with paragraph 1 of this Schedule.

Schedule 2

Travel Plan

In this Schedule unless the context requires otherwise the following words and expression shall have the following meaning:

Travel Plan means a written plan (submitted to and approved in writing by the County pursuant to paragraph 1.3.1 of this Schedule 2) 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 paragraph 1.5.4 of this Schedule;

Travel Plan Guidance means the County's published guidance entitled 'Hertfordshire's Travel Plan Guidance for Business and Residential Development' or such version current as at the date of the submission of the Travel Plan;

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 from the date six (6) months following first Occupation and then to be carried out annually on the corresponding month for a period of five (5) years;

Travel Plan Champion 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 six thousand pounds (£6,000.00) (index inked as provided in this Agreement at clause 12.2).

The Owner hereby covenants with the County

- 1.1 To pay the Travel Plan Evaluation and Support Contribution to the County prior to the Commencement of the Development as a contribution to be applied by the County in its absolute discretion towards the costs of evaluating, administering and monitoring the Travel Plan and engaging in any Travel Plan Annual Review.
- 1.2 Not to Commence nor permit Commencement of any part of the Development until the Travel Plan Evaluation and Support Contribution has been paid in accordance with paragraph 1.1 of this Schedule.
- 1.3 Prior to Occupation of the Development:
 - 1.3.1 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 and accord with the Travel Plan Guidance and shall further contain as many of the provisions of the Travel Plan Guidance as in the opinion of the County are appropriate to the nature of the Development;
 - 1.3.2 to nominate a Travel Plan Champion 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 Champion and the nature of their relationship to the Developer;

- 1.3.3 to appoint and retain the Travel Plan Champion at its own expense which retention shall endure throughout the duration of the Travel Plan.
- 1.4 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.
- 1.5 At all times during Occupation of the Development to:
 - 1.5.1 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;
 - 1.5.2 promote and publicise the approved Travel Plan to owners occupiers and visitors to the Development;
 - 1.5.3 implement the Travel Plan by the dates or within the time limits set out in the Travel Plan;
 - 1.5.4 carry out the Travel Plan Annual Review and submit a written report setting out the findings of such review to the County within three (3) calendar months from the dates 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 and whether or not the objective(s) of the Travel Plan have been achieved;
 - 1.5.5 comply with any variations or amendments to the Travel Plan permitted by this Deed which shall in addition include any amendments or improvements reasonably required by the County following review of the report submitted pursuant to 1.5.4 above and notified in writing to the Developer;
 - 1.5.6 within twenty (20) Working Days of the transfer or letting of the Site or any part or parts thereof they 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 transfer or lease setting out the terms of the covenant expressed in favour of the County in relation to the approved Travel Plan;

executed (but not delivered until the date hereof))
as a deed by affixing the common seal of)
WELBROOK LLP)
in the presence of)



Authorised Signatory



Please also print name

THE COMMON SEAL of

WELWYN HATFIELD BOROUGH COUNCIL

was hereto affixed in the presence of



Authorised Officer

Legal Services Manager



THE COMMON SEAL of

HERTFORDSHIRE COUNTY COUNCIL

in the presence of:



Chief Legal Officer/ Assistant Chief Legal Officer

Damian Ogbonnaya
Principal Solicitor



Appendix 1 (Form of Notice)
Proforma Event Notification and Payment
Pursuant to Section 106 Agreement

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE 6/2018/3292/MAJ

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
Education (primary)	£	£	£	£	

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

- a) The Chief Legal Officer
Hertfordshire County Council
County Hall,
Pegs Lane
Hertford Hertfordshire
SG13 8DE
Ref: 013482

- b) The Head of Planning
Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Herts AL8 6AE
Ref: 6/2018/3292/MAJ

Appendix 2

The Plan



NOTES

© This drawing is copyright of Candy and Lofthouse Ltd. and may not be reproduced in any way without their specific permission.

MATERIALS PROHIBITED

Materials prohibited from use, except where used in accordance with 'Good Practice in the Selection of Construction Materials' (March 2011) or unless required by the Contract.

NOTES

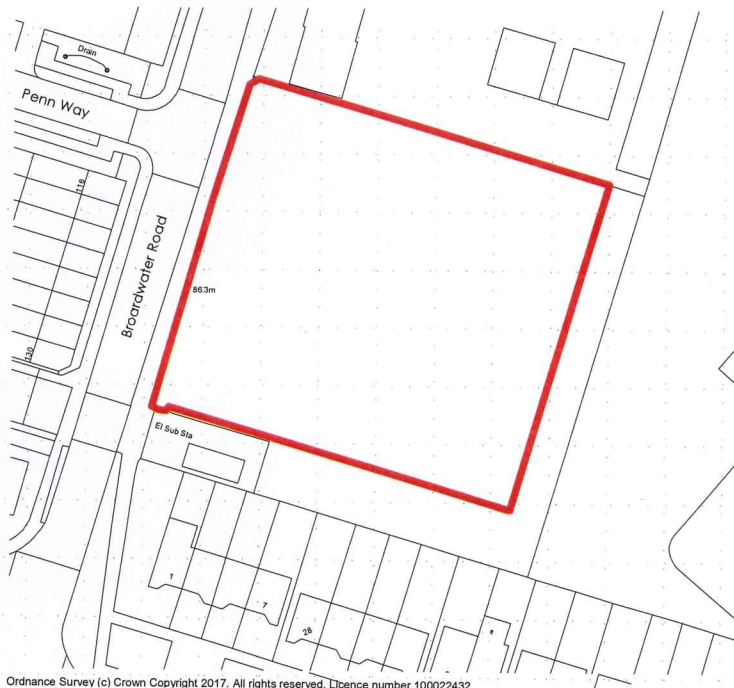
1. Drawing based on OS Map Ref. 76598001

KEY

— Site Boundary
(Site Area approx. 0.93 Acres)

S. Saunders
Authorised Officer

Legal Services Manager



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- © 'Do Not Scale' notation omitted. 17.01.2019
- Ⓑ Site boundary revised.

REVISION DETAILS date/by

- Preliminary
- For Approval
- Tender
- Construction

CLIENT

Marbrook

PROJECT

Broadwater Road
Welwyn Garden City
AL7 3AX

DRAWING TITLE

Site Location Plan

SCALE drawn by date

1:1250 @ A4 MP 22.11.2017

DRAWING NO. revision

17-132-100 ©

SITE LOCATION PLAN

0 5 10 Metres
Scale Bar



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