

dated *24 August* 2022

(1) One YMCA

and

(2) Welwyn Hatfield Borough Council

and

(3) Hertfordshire County Council

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

in relation to a planning application in respect of land at One YMCA, 90
Peartree Lane, Welwyn Garden City, AL7 3UL

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Agreement

dated 24 August 2022

Parties

- (1) **One YMCA** (company registration no. 4430743 and registered charity number 1102301) of Charter House, Charter Place, Watford, WD17 2RT (the **Owner**);
- (2) **Welwyn Hatfield Borough Council** of Council Offices, The Campus, Welwyn Garden City, Hertfordshire (the **Council**); and
- (3) **Hertfordshire County Council** of County Hall, Pegs Lane, Hertford, Hertfordshire (the **County**).

Introduction

- (A) The Council is the local planning authority for the purposes of the Act for the area within which the Application Site is situated.
- (B) The County is also a local planning authority and the highway authority and the library authority and the education authority for the area within which the Application Site is situated and as such is entitled to enforce the terms of this Agreement.
- (C) The Owner is the freehold owner of part of the Application Site.
- (D) Welwyn Hatfield Borough Council (**WHBC**) is the freehold owner of the remaining part of the Application Site under title number HD305300, over which the Owner enjoys a right of way at all times with or without vehicles, but the parties to this Agreement have agreed that the obligations within this Agreement shall not be enforceable against WHBC and so WHBC is not a signatory to this Agreement.
- (E) The Application has been made to the Council for planning permission for the Development on the Application Site.
- (F) On 11 March 2021 the Council resolved to grant Planning Permission subject amongst other things the prior completion of this Agreement.
- (G) The Council and County consider it expedient should planning permission be granted pursuant to such planning application that provision should be made for regulating or facilitating the development or use of the Application Site in the manner hereinafter appearing and the Council and County considers that entering into this Agreement will be of benefit to the public.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

For the purposes of this Agreement (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 outline planning permission submitted to the Council dated 28 October 2019 and validated on 13 November 2019 for the Development and allocated reference number 6/2019/2714/OUTLINE;

Application Site means the land known as One YMCA, 90 Peartree Lane, Welwyn Garden City, AL7 3UL edged red for identification purposes only on the plan annexed hereto marked "Site Plan" being part of the land registered at HM Land Registry under title number HD316326 and HD305300

Assistant Director (Planning) means Assistant Director (Planning) of the Council and shall include their duly authorised agents and representatives or any successor;

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

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 demolition 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 development of the Application Site pursuant to the Planning Permission for demolition of existing hostel, development of a four storey 100 bed YMCA Hostel (All details submitted for determination) and up to 43 residential apartments (All details retained for future determination as reserved matters, except means of access) with associated car parking and landscaping as set out in the Application;

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

Full Occupation means occupation of the final Dwelling in the Residential Development Site as approved in the Reserved Matters Approval

Hostel Development means that part of the Development comprising a 100 bed YMCA Hostel to be carried out on the Hostel Development Site;

Hostel Development Site means that part of the Application Site edged red and coloured white on the plan attached at Appendix 2 to this Agreement;

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

Monitoring Fee means the payment of five thousand pounds (£5,000) 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;

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;

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

Reserved Matters has the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2015 and the terms **Reserved Matters Application**, **Reserved Matters Approval** and **Reserved Matters Submission** shall be construed accordingly;

Residential Development means that part of the Development comprising up to 43 Dwellings to be carried out on the Residential Development Site;

Residential Development Site means that part of the Application Site edged red and shaded pink on the plan attached at Appendix 2 to this Agreement;

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

Schedules means Schedules 1 to 4 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; and

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

1.2 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 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 County with the intent that (subject to clause 4.7 and clause 4.8) the obligations contained in this Agreement shall be enforceable not only against

the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Application Site or any part thereof.

3 Conditionality

This Agreement shall come into immediate effect save for is the obligations in the Schedules which are conditional upon the grant of the Planning Permission and Commencement of the Development.

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:

Sneha Alex/ Mark Turner
Chief Finance Officer / Chief Operating Officer
Charter House
Charter Place
Watford
Hertfordshire
WD17 2RT

In respect of the Council at:

Assistant Director (Planning)
Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Herts AL8 6AE
Ref: 6/2019/2714/OUTLINE

In respect of the County at:

The Chief Legal Officer
Hertfordshire County Council
County Hall

Pegs Lane
Hertford
Herts SG13 8DE
Ref: 015748 6/2019/2714/OUTLINE

- 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 (or in relation to the obligations to be performed in favour of the Council only the part of the Application Site in respect of which the breach occurs) save that they will remain liable for any breaches of this Agreement occurring before that date.
- 4.8 Without prejudice to paragraph 4.7, the obligations within Schedule 1 of this Agreement are entered into in respect of the Hostel Development Site only and shall be enforceable only against an Owner of the Hostel Development Site.
- 4.9 Any agreement obligation covenant or undertaking contained herein by the Owner, 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.
- 4.10 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.
- 4.11 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 not less than 24 hours prior 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.
- 4.12 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.
- 4.13 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).

- 4.14 Save for the restrictions on Occupation and use set out herein, in relation to the obligations to be performed in favour of the Council only this Agreement shall not be enforceable against an individual owner occupier of the Development or their mortgagee or chargee or any statutory undertakers of the Development (including any successors in title of the aforementioned).

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 notice of Commencement of the Development to 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 provide the Notice of Commencement for both the Hostel Development and the Residential Development to the Council and the County no later than twenty (20) Working Days prior to the Commencement Date for the Hostel Development and Residential Development respectively using the pro-forma set out in Appendix 1 hereto;
- 5.1.6 to give the County and the Council no less than twenty (20) Working Days' notice of the first Occupation of each of the Hostel Development and Residential Development such notice to be in writing using the pro-forma set out in Appendix 1 hereto; and
- 5.1.7 to give the County and the Council no less than five (5) Working Days' notice of the Practical Completion of each of the Hostel Development and Residential Development such notice to be in writing using the pro-forma set out in Appendix 1 hereto.

6 Covenants by the Council and the County

- 6.1 The County covenants with the Owner:

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

- 6.1.2 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;
 - 6.1.3 to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid;
 - 6.1.4 at any time prior to the expiry of the expenditure period for any contribution pursuant to paragraph 6.2 below the Owner shall be entitled to request from the County and the County shall provide such evidence as may reasonably be required to account for the County's expenditure and use of the relevant contribution as at the date of the Owner's request and in each instance such evidence shall be disclosed to the Owner within twenty (20) Working Days.
- 6.2 Following receipt of any payments or financial contributions from the Owner pursuant to any obligations contained in this Agreement the County covenants and undertakes, to apply such payments or financial contributions only for the purposes specified in this Agreement provided that the County will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Owner and for the avoidance of doubt the County may apply all or any part of such payments to costs already incurred at the date of payment in pursuit of the purposes specified in this Agreement and that it shall refund any portion of the Childcare Service Contribution, the Library Contribution, the Primary Education Contribution, the Secondary Education Contribution 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 5.1.7 hereof together with any interest accrued.
- 6.3 The Council covenants with the Owner:
 - 6.3.1 To grant the Planning Permission as soon as reasonably practicable following the completion of this Agreement;
 - 6.3.2 following receipt of a written request from the Owner, to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed;
 - 6.3.3 where the approval, consent, expression of satisfaction, agreement, confirmation or certification of the Council or any officer of Council is required for any purpose under or in connection with the terms of this Agreement such approval, consent, expression of satisfaction, agreement, confirmation, or certification shall not be unreasonably withheld or delayed;
 - 6.3.4 to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid;
 - 6.3.5 at any time prior to the expiry of the expenditure period for any contribution pursuant to paragraph 6.4 below the Owner shall be entitled to request from the Council and the Council shall provide such evidence as may reasonably be required to account for the County's expenditure and use of the relevant

contribution as at the date of the Owner's request and in each instance such evidence shall be disclosed to the Owner within twenty (20) Working Days.

- 6.4 Following receipt of any payments or financial contributions from the Owner pursuant to any obligations contained in this Agreement the Council covenants and undertakes, to apply such payments or financial contributions only for the purposes specified in this Agreement provided that the Council will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Owner and for the avoidance of doubt the Council may apply all or any part of such payments to costs already incurred at the date of payment in pursuit of the purposes specified in this Agreement and that it shall refund any portion of the Play Facilities Contribution, the Public Open Space Contribution, the Indoor Sports Facilities Contribution, the Outdoor Sports Facilities Contribution and the Waste and Recycling Contribution which has not been expended or allocated for expenditure in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the Council of the notice of the Practical Completion of the Development in accordance with clause 5.1.7 hereof together with any interest accrued.

7 Waiver

No waiver (whether expressed or implied) by the Council (or the County) of any breach or default in performing or observing any of the covenants, terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council (or the County) from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

8 Change in ownership

Otherwise than in relation to transfers to utility companies the Owner shall give to the Council and the County within one (1) 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.

9 Interest

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

10 Indexation

- 10.1 The Childcare Service Contribution, the Library Contribution and the Secondary Education Contribution shall each be index-linked to increases in the PUBSEC Index by the application of the formula $A = B \times (C \div D)$ where:

A is the total amount to be paid;

B is the principal sum stated in this Agreement;

C is the PUBSEC Index for the date upon which the interim payment described below is actually due and;

D is the figure of 175; and

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

10.2 The Primary Education Contribution shall each be index-linked to increases in the BCIS Index by the application of the formula $A = B \times (C \div D)$ where:

A is the total amount to be paid;

B is the principal sum stated in this Agreement;

C is the BCIS Index for the date upon which the interim payment described below is actually due and;

D is the figure shown in the BCIS Index for the period immediately prior to 1Q 2020

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

10.3 Where any sum to be paid to the County Council under the terms of this Deed is required to be indexed then an interim payment shall initially be made based on the latest available 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 Council or the payer of the interim payment (as the case may be) once the relevant indices have been finalised

10.4 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 payment is actually paid;

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

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

10.5 The Travel Plan Evaluation and Support Contribution shall be index-linked to increases in the RPI 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 RPI Index for the date upon which the payment is actually paid;

D is the figure RPI Index figure for May 2014; and

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

10.6 The Play Facilities Contribution, the Public Open Space Contribution and the Waste and Recycling Contribution shall be index linked to increases in the PUBSEC Index by the application of the formula $A = B \times (C \div D)$ where:

A is the total amount to be paid;

B is the principal sum stated in this Agreement;

C is the PUBSEC Index for the date upon which the payment is actually due and;

D is the figure of 178

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

- 10.7 The Indoor Sports Facilities Contribution and the Outdoor Sports Facilities Contribution shall be index linked to increases in the BCIS Index by the application of the formula $A = B \times (C \div D)$ where:

A is the total amount to be paid;

B is the principal sum stated in this Agreement;

C is the BCIS Index for the date upon which the payment is actually due and;

D is the BCIS Index figure at July 2019

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

- 10.8 The General Medical Services Contribution, the Mental Health Contribution and the Community Healthcare Contribution shall be index linked to increases in the Retail Price 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 RPI Index for the date upon which the payment is actually paid

D is the RPI Index figure of 294.2 at July 2020

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

- 10.9 Indexing of those contributions referred to in clauses 10.4 to 10.8 (inclusive) shall be calculated using the latest firm published (not provisional or forecast) value available for the relevant index at the date of calculation.

- 10.10 Any money payable to the County Council under this Deed shall be paid in full without deduction or set-off and if not paid on the date due shall in every case bear Interest on so much thereof as shall from time to time be due and owing from the date the payment was due to the date of actual payment.

11 **Value Added Tax**

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

12 **Dispute provisions**

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

- 12.2 The Notice must specify:

- 12.2.1 The nature, basis and brief description of the dispute;
 - 12.2.2 The clause or paragraph of a schedule or appendix pursuant to which the dispute has arisen; and
 - 12.2.3 The proposed expert.
- 12.3 The expert may be agreed upon by the Parties and in the absence of such agreement within one month of the date that the notice is issued pursuant to clause 12.1 either Party may request that the following nominate the expert at their joint expense:
- 12.3.1 If such dispute relates to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the expert;
 - 12.3.2 If such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the expert;
 - 12.3.3 If such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the expert;
 - 12.3.4 If such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the expert;
 - 12.3.5 If such dispute relates to YMCA Accommodation the expert shall be nominated by the President of the Royal Town Planning Institute; and
 - 12.3.6 In all other cases, the President of the Law Society to nominate the expert provided that if a dispute relates to a matter falling within two or more of sub-clauses 12.3.1 to 12.3.5 the President of the Law Society may nominate such person or persons falling within the description of sub-clauses 12.3.1 to 12.3.5 as he thinks appropriate including joint experts.
- 12.4 If an expert nominated or appointed pursuant to clause 12.3 shall die or decline to act another expert may be appointed in his place in accordance with the provisions of clause 12.3.
- 12.5 The expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of the notice of his appointment which is served on the parties pursuant to clause 12.3
- 12.6 Notice in writing of the appointment of an expert pursuant to this clause 12.3 shall be given by the expert to the Parties and he shall invite each of the Parties to submit to him within ten Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.

- 12.7 The expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in clause 12.6 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 12.8 The expert shall give notice of his decision in writing and his decision will (in the absence of manifest error) be final and binding on the Parties hereto.
- 12.9 If for any reason the expert fails to make a decision and give notice thereof in accordance with this clause 12.5 the Party or Parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).
- 12.10 The expert's costs shall be in the expert's award or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 12.11 Nothing in this clause 12 shall be taken to fetter the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Agreement.
- 12.12 For the avoidance of doubt references to 'party' or 'parties' in this clause 12 exclude the County Council and the County Council shall not be required to submit to or be bound by the provisions of Clauses 12.1 – 12.11

13 Planning consents granted pursuant to S73 of the Act

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

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

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

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

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

determining 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 S106 of the Act

14 **Jurisdiction**

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

15 **Delivery**

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

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

Schedule 1

Hostel Units

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

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

Homeless meaning as defined in Housing Act 1996 section 175 being a person who has no accommodation in the UK or elsewhere which is available for their occupation and which that person has a legal right to occupy. A person is also homeless if they have accommodation but cannot secure entry to it, or the accommodation is a moveable structure, vehicle or vessel designed or adapted for human habitation and there is nowhere it can lawfully be placed in order to provide accommodation. A person who has accommodation is to be treated as homeless where it would not be reasonable for them to continue to occupy that accommodation.

Homeless Accommodation means not for profit hostel accommodation made available to accommodate single homeless people aged between 18-59 with the aim of combatting homelessness and to promoting independent living for those at risk of homelessness. or other similar community-focused hostel or social housing accommodation use previously agreed in writing with the Council except where expressly agreed by both/ the relevant parties.

Hostel Accommodation Provider means a provider of Homeless Accommodation the identity of whom has been approved in writing by the Council such approval not to be unreasonably withheld or delayed;

Hostel Scheme Agreed Mix means the mix of accommodation and tenures set out at Appendix [] to this Agreement or such other agreed mix as may be amended from time to time with the written approval of the Council , such approval not to be unreasonably withheld or delayed;

Hostel Units means the one hundred (100) units of occupation to be constructed on the Application Site in accordance with the Planning Permission;

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

Local Demand means a period where one or more households have applied to the Council for assistance with accommodation, and who have been assessed as being Homeless or Threatened with Homelessness, and whose housing need can be met by provision of an available unit within this accommodation service.

Rough Sleeping means a person who has actually bedded down in the open air (such as on the streets, in tents, doorways, parks, bus shelters or encampments) or in buildings or other places not designed for habitation (such as stairwells, barns, sheds, car parks, cars, derelict boats, stations, or “bashes”);

Threatened with Homelessness means as defined in Housing Act 1996 s175(4) being a person a person who is likely to become homeless within 56 days. Under section 175(5), a

person is also threatened with homelessness if a valid notice under section 21 of the Housing Act 1988 has been issued in respect of the only accommodation available for their occupation, and the notice will expire within 56 days; and

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

2 Hostel Unit provisions

The Owner covenants in respect of the Hostel Development Site as follows:

- 2.1 The Hostel Units shall not be used or Occupied or Disposed of other than as Homeless Accommodation in perpetuity and in accordance with the approved Hostel Scheme Agreed Mix.
- 2.2 The Hostel Units permitted by the Planning Permission shall be constructed and retained as Hostel Units in accordance with the plans approved by the Planning Permission.
- 2.3 The Owner shall ensure that the Hostel Units are retained and Occupied in accordance with the approved Hostel Scheme Agreed Mix in perpetuity unless otherwise agreed in writing with the Council.
- 2.4 Not to permit or otherwise allow any of the Hostel Units to be Occupied otherwise than by individuals who are currently identified as being Homeless (including confirmed as Rough Sleeping) or Threatened with Homelessness, in line with the charitable objectives of the Owner.
- 2.5 To submit to the Council for approval prior to Occupation of the Hostel Development a procedure to provide the Council with access to available void Hostel Units when there is a Local Demand (as defined in this Agreement), but those processes must be with the agreement of the Council. The procedure will specify a nomination process and shall stipulate that the Owner will have discretion in respect of any available void Hostel Units in accordance with its own allocation procedure where the Council fails to nominate a suitable candidate within an agreed nomination period.
- 2.6 Not to Occupy the Hostel Development until the nominations procedure specified in paragraph 2.5 has been approved (in writing) by both parties and the terms of which are not to be unreasonably onerous so that they put the sustainability of the service at risk.

3 Terms of Homeless Accommodation transfer

- 3.1 The Owner covenants that the Hostel Units shall not be Disposed of individually and shall only be Disposed of to a Hostel Accommodation Provider.
- 3.2 The Owner covenants that where the Hostel Units are Transferred to another Hostel Accommodation Provider, it shall be:
 - 3.2.1 with vacant possession;
 - 3.2.2 on such terms as may be agreed between the Owner and the Hostel Accommodation Provider concerned;

- 3.2.3 shall contain provisions that the grant of rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Hostel Units; and
- 3.2.4 shall contain covenants to observe and perform the provisions of this Schedule 1 expressed to be enforceable by the Council.

Schedule 2

Financial Contributions to the County

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

County Contributions means the Childcare Service Contribution, the Library Contribution, the Primary Education Contribution and the Secondary Education Contribution;

Childcare Service Contribution means the sum of one thousand four hundred and seventy one pounds (£1,471.00) based on the Development Mix however, should the size type tenure and/or total number of dwellings differ from that specified in the Planning Permission any additional contribution due will be calculated in accordance with the table at paragraph 5 of this Second Schedule (index linked as provided for in clause 10.1 of this Agreement) towards the new Peartree Primary School in Welwyn Garden City

Development Mix means

FLATS

Tenure	A) Affordable Rent	B) Market and Shared Ownership
Number of bedrooms		
1		20
2		23
3+		0

Library Contribution means the sum of four thousand five hundred and seven pounds (£4,507) based on the Development Mix however, should the size type tenure and/or total number of dwellings differ from that specified in the Planning Permission any additional contribution due will be calculated in accordance with the table at paragraph 5 of this Second Schedule (index linked as provided for in clause 10.1 of this Agreement) towards increased provision of Welwyn Garden City Library;

Primary Education Contribution means the sum of one hundred and thirty eight thousand four hundred and twenty nine pounds (£138,429.00 (index linked as provided for in clause 10.2 of this Agreement) towards the new Peartree Primary School in Welwyn Garden City;

Secondary Education Contribution means the sum of eleven thousand one hundred and fifty two pounds (£11,152) based on the Development Mix however, should the size type tenure and/or total number of dwellings differ from that specified in the Planning Permission any additional contribution due will be calculated in accordance with the table at paragraph 5 of this Second Schedule (index linked as provided for in clause 10.1 of this Agreement) towards the expansion of Ridgeway Academy; and

Sustainable Transport Contribution means the sum of nineteen thousand one hundred and twenty five pounds (£19,125) however, should the size type tenure and/or total number of dwellings differ from that specified in the Planning Permission any additional contribution

due will be calculated in accordance with the table at paragraph 5 of this Second Schedule (index linked as provided for in clause 10.4 of this Agreement) as a contribution towards Package 13 Welwyn Garden City active travel improvement.

2 Financial Contributions

2.1 The Owner hereby covenants with the County:

2.1.1 to pay the Childcare Service Contribution the Library Contribution and the Secondary Education Contribution to the County prior to the Commencement Date; and

2.1.2 not to Commence nor permit Commencement until the Childcare Service Contribution the Library Contribution and the Secondary Education Contribution have been paid in accordance with paragraph 2.1.1 of this Schedule.

2.1.3 to pay the Primary Education Contribution to the County prior to the Commencement Date; and

2.1.4 not to Commence nor permit Commencement until the Primary Education Contribution has been paid in accordance with paragraph 2.1.3 of this Schedule.

2.1.5 to pay the Sustainable Transport Contribution to the County prior to the Commencement Date; and

2.1.6 not to Commence nor permit Commencement until Sustainable Transport Contribution have been paid in accordance with paragraph 2.1.5 of this Schedule.

3 Expenditure in Advance

If prior to the receipt of any of the County Contributions the County incurs any expenditure in providing additional library primary education secondary education and/or childcare service facilities the need for which arises from or in anticipation of the Development then the County may immediately following receipt of such contribution deduct from it such expenditure incurred.

4 Obligations Table

Table 2: Hertfordshire County Council Services planning obligations contributions table

Bedrooms*	1	2	3	4	5+	1	2	3
	HOUSES					FLATS		
	Market & Shared Ownership					Market & Shared Ownership		
Secondary education	£263	£802	£2,561	£4,423	£5,662	£47	£444	£1,677
Childcare	£14	£64	£138	£199	£244	£8	£57	£89
Library facilities	£98	£147	£198	£241	£265	£77	£129	£164
	HOUSES					FLATS		
	Affordable Rent					Affordable Rent		
Secondary education	£62	£450	£1,676	£2,669	£2,405	£14	£261	£1,084

Childcare	£12	£121	£188	£226	£277	£4	£65	£113
Library facilities	£48	£91	£130	£156	£155	£38	£82	£107

*uses an assumed relationship between bedrooms and habitable rooms

All figures are subject to indexation and will be indexed using the PUBSEC index base figure 175

Schedule 3

Council Financial Contributions

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

Community Healthcare Contribution means the sum of seven thousand eight hundred and twenty seven pounds and twenty nine pence (£7,827.29) (index linked as provided for in clause 10.8 of this Agreement) towards a project to expand (including the provision of a lift) and reconfigure the clinical capacity at Queensway Health Centre in Hatfield which covers the entire Welwyn and Hatfield locality;

General Medical Services Contribution means the sum of thirty thousand four hundred and thirty five pounds and fifty three pence (£30,435.53) (index linked as provided for in clause 10.8 of this Agreement) towards projects either involving the Peartree Group or Spring House;

Indoor Sports Facilities Contribution means the sum of twenty nine thousand five hundred and forty five pounds (£29,545.00) (index linked as provided for in clause 10.7 of this Agreement) to be split as follows:

- (a) £1,669.00 towards the new indoor bowls facility at the Welwyn Garden City King George V Pavilion;
- (b) £13,725.00 towards the new sports hall at Monks Walk School in Welwyn Garden City; and
- (c) £14,151 towards the cost of maintaining the borough swimming provision or future swimming provision in Hatfield unless plans in WGC come forward for a new swimming space.

Mental Health Contribution means the sum of eight thousand six hundred and seventy five pounds and twenty five pence (£8,675.25) (index linked as provided for in clause 10.8 of this Agreement) towards the cost of extending and reconfiguring Roseanne House in Welwyn Garden City to facilitate increased patient capacity;

Outdoor Sports Facilities Contribution means the sum of two thousand seven hundred pounds (£2,700) (index linked as provided for in clause 10.7 of this Agreement) towards the refurbishment of the current AGP surface at the Ridgeway Academy;

Play Facilities Contribution means the sum of eleven thousand one hundred and eighty seven pounds and twenty pence (£11,187.20) (index linked as provided for in clause 10.6 of this Agreement) towards the cost of improving and enhancing the play facilities at Shortlands Green in Welwyn Garden City;

Public Open Space Contribution means four thousand two hundred and ninety three pounds and eighteen pence (£4,293.18) (index linked as provided for in clause 10.6 of this Agreement) towards the provision of tree guards to young fruit trees at the Community Orchard at Woodhall open space at the junction of Chequers and Broadwater Road, Welwyn Garden City; and

Waste and Recycling Contribution means three thousand four hundred and eighty eight pounds (£3,488.00) (index linked as provided for in clause 10.6 of this Agreement) towards the cost of 3 x 1100l containers and 1 x mini recycle centre for the dwellings within the Residential Development Site.

2 Contributions

The Owner covenants:

- 2.1 to pay to the Council the Indoor Sports Facilities Contribution, the Outdoor Sports Facilities Contribution, the Play Facilities Contribution and the Public Open Space Contribution prior to the Commencement Date of the Residential Development Site;
- 2.2 not to Commence or cause or permit Commencement of the Residential Development Site until the Indoor Sports Facilities Contribution, the Outdoor Sports Facilities Contribution, the Play Facilities Contribution and the Public Open Space Contribution been paid to the Council.
- 2.3 to pay to the Council the Community Healthcare Contribution, General Medical Services Contribution, the Mental Health Contribution and the Waste and Recycling Contribution prior to first Occupation of the Residential Development Site;
- 2.4 not to Occupy or cause or permit Occupation of the Residential Development Site until the Community Healthcare Contribution, General Medical Services Contribution, the Mental Health Contribution and the Waste and Recycling Contribution have been paid to the Council.
- 2.5 The Play Facilities Contribution, Public Open Space Contribution and Waste and Recycling Contribution will be recalculated as appropriate in accordance with the relevant table in paragraph 2.6 of this Schedule and the Sports England facility calculator will be reviewed for the Indoor Sports Facilities Contribution and the Outdoor Sports Facilities Contribution and the health services will be re-consulted for the Community Healthcare Contribution the General Medical Services Contribution and the Mental Health Contribution should a subsequent Reserved Matters Application or planning application be submitted which changes the bedroom mix of the Dwellings from that specified in the Planning Permission and for the avoidance of doubt the figures in paragraphs 2.6 and 2.7 of this Schedule have been calculated in accordance with the following mix:
 - 2.5.1 20 x 1 bed Dwellings; and
 - 2.5.2 23 x 2 bed Dwellings.

2.6 Play Facilities Contribution Calculations Table (subject to the PUBSEC Index)

No. of bedrooms	1 bed	2 bed	3 bed	4 bed	5+ bed
	Contribution per dwelling				
Based on £160 per head average occupancy	£220.80	£294.40	£368.00	£441.60	£515.20

2.7 **Public Open Space Contributions Calculations Table (subject to the PUBSEC Index)**

No. of bedrooms	1 bed	2 bed	3 bed	4 bed	5+ bed
	Contribution per dwelling				
Based on £61 per head	£84.18	£112.24	£140.30	£168.36	£196.42

2.8 **Waste & Recycling Provision Calculations Table (subject to the PUBSEC Index)**

Cost of a refuse waste bin, compost bin and a recycling bin per house	£75.00
Cost of a 1,110 litre refuse waste bin and a Mini Recycling bank (MRC) for up to and including 5 flats	£940.00

2.9 **Expenditure in Advance**

If prior to the receipt of any of the contributions referred to in paragraphs 2.1 and 2.3 of this Schedule (the **Contribution(s)**), the Council, any other relevant statutory authority and/or any body which is allocated money pursuant to clause 6.3.4 of this Agreement incurs any expenditure in providing or enhancing facilities or services pursuant to any Contributions the need for which arises from or in anticipation of the Development then the recipient of the Contribution may immediately following receipt deduct from it such expenditure incurred.

Schedule 4

Travel Plan

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

Resident Travel Pack means a welcome pack for occupants of the Dwellings containing all of the details of sustainable travel options in the local area;

Sustainable Travel Voucher means a voucher incentive tangible or web hosted for the value of fifty pounds (£50) per flat unit or one hundred pounds (£100) per house unit forming part of the Development (index linked as hereinafter provided) to incentivise the uptake of public transport cycling or walking as appropriate to the Development;

Travel Plan means a written plan (submitted to and approved in writing by the County pursuant to paragraph 2.3 of this Schedule 4) 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 2.10.4 of this Schedule;

Travel Plan Annual Review means an annual study reviewing and monitoring the provisions of the Travel Plan (as more fully set out therein) such annual study to be carried out by the Owner and submitted to the County twelve (12) calendar months from the date following the first Occupation and then to be carried out annually on the corresponding calendar month for a period of five (5) years;

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

Travel Plan Evaluation and Support Contribution means the sum of six thousand pounds (£6,000.00) Indexed in accordance with clause 10.5 towards the costs of assessment and travel plan evaluation on an annual basis for a period of at least five (5) years from Occupation and provided that the agreed targets are achieved; and

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

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

- 2 **Travel Plan**

The Owner covenants:

- 2.1 To pay the Travel Plan Evaluation and Support Contribution to the County prior to the Commencement of the Development as a fee to be applied by the County in its absolute discretion towards the cost of evaluating, administering and monitoring the objectives of the Travel Plan and engaging in any Travel Plan Annual Review.
- 2.2 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 2.1 of this Schedule.
- 2.3 Prior to Occupation of the Development:
- 2.3.1 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 on and accord with the Travel Plan Guidance and shall further contain as many of the provisions of the Travel Plan Guidance as in the opinion of the County are appropriate to the nature of the Development;
- 2.3.2 to nominate a Travel Plan Coordinator for written approval of the County and obtain such approval and such nomination shall include contact details full particulars and curriculum vitae of the proposed Travel Plan Coordinator and the nature of their relationship to the Owner; and
- 2.3.3 to appoint and retain the Travel Plan Coordinator at its own expense which retention shall endure throughout the duration of the Travel Plan.
- 2.4 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.
- 2.5 To carry out baseline surveys upon the Full Occupation and submit an updated Travel Plan to be approved by the County Council, including amended targets where relevant, within 3 months of Full Occupation
- 2.6 to submit a draft Resident Travel Pack and the Sustainable Travel Voucher to the County Council for written approval by the County Council no less than three months prior to first Occupation
- 2.7 not to Occupy or permit or allow Occupation of any Dwelling until the draft Resident Travel Pack and Sustainable Travel Voucher have been approved in writing by the County Council
- 2.8 to provide a Resident Travel Pack to each Dwelling forming part of the Development within one (1) month of the first two Occupations of each Dwelling
- 2.9 to provide a Sustainable Travel Voucher to each Dwelling forming part of the Development within one (1) month of the first Occupation of each Dwelling
- 2.10 At all times during Occupation of the Development to:
- 2.10.1 comply with the terms of the approved Travel Plan including but not limited to implementing any actions by any dates specified in the Travel Plan;
- 2.10.2 promote and publicise the approved Travel Plan to owners occupiers and visitors to the Development;

- 2.10.3 implement the Travel Plan by the dates or within the time limits set out in the Travel Plan;
- 2.10.4 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 of the Travel Plan have been achieved;
- 2.10.5 comply with any variations or amendments to the Travel Plan permitted by this Agreement which shall in addition include any amendments or improvements reasonably required by the County following review of the report submitted pursuant to paragraph 2.10.4 above and notified in writing to the Owner;
- 2.10.6 to ensure that they will include in any transfer tenant's lease or occupier's licence of any part or parts of the Application Site a covenant that the purchaser tenant or occupier will implement the approved Travel Plan for such part or parts of the Application Site and further that they will use all reasonable endeavours to enforce such obligation against any such purchaser tenant or occupier;
- 2.10.7 within twenty (20) Working Days of the transfer or letting of the Application 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.

3 Travel Plan Remedial Notice

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

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing THE COMMON SEAL of
HERTFORDSHIRE COUNTY COUNCIL

in the presence of

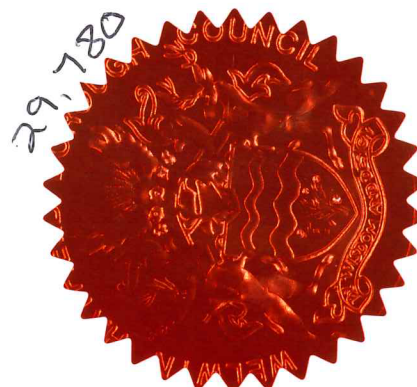
[Redacted]
Principal Solicitor



EXECUTED (but not delivered until the date hereof) AS A DEED by affixing THE COMMON SEAL of
WELWYN HATFIELD BOROUGH COUNCIL

in the presence of

[Redacted]
Authorised Officer Legal Services Manager



Executed as a deed by

One YMCA



Director signature

acting by a director:



Director name

in the presence of:



Witness signature



Witness name



Witness address

.....

Appendix 1

Proforma Event Notification and Payment

Pursuant to Section 106 Agreement/Unilateral Undertaking

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE: 6/2019/2714/OUTLINE

HCC DU REFERENCE: 6/2019/2714/OUTLINE

SITE ADDRESS

SITE OWNER DETAILS:

Name:

Contact Name:

Address:

Telephone No: Mobile:

Email:

EVENTS BEING NOTIFIED

Commencement Date – date:

Occupation of Development (Number if relevant) – date:

Completion of Development – date:

COMPLIANCE WITH OBLIGATION(S)

Schedule **Paragraph**

Details of obligation and compliance

.....

PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
Example	X	Y	Z	Y + Z	Herts County Council
Library Contribution	£	£	£	£	

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

- a) The Chief Legal Officer
Hertfordshire County Council
County Hall,
Pegs Lane
Hertford Hertfordshire
SG13 8DE
Ref: 015748 6/2019/2714/OUTLINE
- b) Assistant Director (Planning)
Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Herts AL8 6AE
Ref: 6/2019/2714/OUTLINE

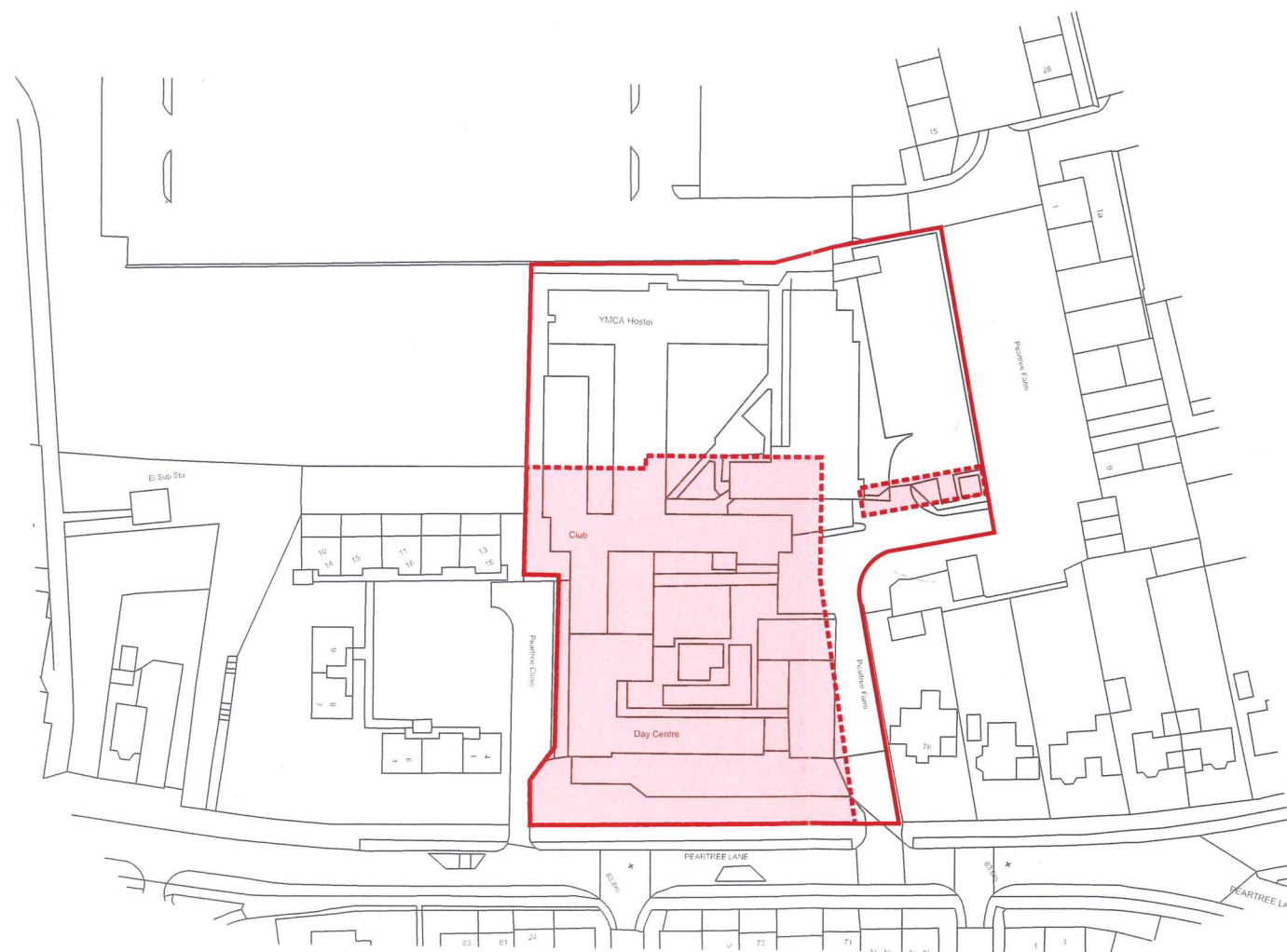
Appendix 2

The Plan



Legal Services Manager

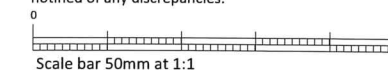
Authorised Officer






NOTES

©

This drawing to be read in accordance with the specification/Bills of Quantities and related drawings. No Dimensions to be scaled from this drawing. All stated dimensions to be verified on site and the Architect notified of any discrepancies.



KEY:

-  Hybrid planning application site boundary
-  Application Boundary for Residential Scheme (Outline Application) - approval sought for means of access only. Details of appearance, landscaping, layout and scale to be approved as Reserved Matters.
-  Application Boundary for Hostel Scheme - details submitted for access, maintenance, landscaping, layout and scale (no details retained for approval as Reserved Matters).

FOR PLANNING

REV	DATE	NOTE	IN
-----	------	------	----

Project

YMCA
PEARTREE LANE
WELWYN GARDEN CITY

Title

APPLICATION SITE
BOUNDARY PLAN

Scale 1:1250 @ A3	Date SEPT 2019
Drawn SD	Checked AL

Drawing Number 8057 / P100	Revision -
-------------------------------	---------------

Saunders
Architecture + Urban Design

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