

Planning Obligation pursuant to Section 106 of the Town and Country Planning Act 1990 relating to Land to North of Little Green Lane Croxley Green WD3 3SP Hertfordshire

Dated

2026

ROUSEBARN INVESTMENT COMPANY LIMITED

(Owner)

AND

THE RICHBOROUGH ESTATES PARTNERSHIP LLP

(Promoter)

AND

Three Rivers District Council

(Council)

AND

Hertfordshire County Council

(County Council)

Agreement under Section 106 of the Town and Country Planning Act 1990

Date:

2026

Between:

1. **Three Rivers District Council** of Three Rivers House, Northway, Rickmansworth, Herts, WD3 1RL (the "**Council**");
2. **Hertfordshire County Council** of Robertson House, Six Hills Way, Stevenage, Hertfordshire, SG1 2FQ (the "**County Council**");
3. **ROUSEBARN INVESTMENT COMPANY LIMITED (Co. Regn. No 00633925)** whose registered office is situated at 10 West Lodge Avenue, London, W3 9SF (the "**Owner**" (which expression shall include the Owner's successors in title)); and
4. **THE RICHBOROUGH ESTATES PARTNERSHIP LLP (Co. Regn. No OC375183)** whose registered office is situated at Waterloo House, Waterloo Street, Birmingham, B2 5TB ("**the Promoter**").

Recitals

- A The Council and the County Council are the local planning authorities for the purposes of the 1990 Act for the area in which the Site is situated and as such are the local planning authorities entitled to enforce the planning obligations contained in this Deed.
- B The County Council is the Education Authority, Highway Authority and Waste Authority for Hertfordshire.
- C The Owner is registered as the proprietor with Title Absolute of the freehold interest in the Site at HM Land Registry under title number HD557755 subject to the Charge.
- D The Promoter has the benefit of the Charge.
- E On 19th December 2024, the Planning Application was submitted to the Council by the Promoter.
- F By a decision notice dated 30th January 2026, the Council (acting by officer delegated powers) refused to grant planning permission in respect of the Planning Application.
- G The Promoter has submitted the Appeal pursuant to section 78 of the 1990 Act, which was validated on 26 March 2026.
- H The Parties have agreed to enter into this Deed in support of the Appeal.
- I Except where otherwise stated in this Deed, the Parties consider that the obligations set out in this Deed are: (i) necessary to make the Development acceptable in planning terms; (ii) directly related to the Development; and (iii) fairly and reasonably related in scale and kind to the Development.

It is agreed:

1 Definitions and Interpretation

In this Deed (including in the Recitals), unless the context otherwise requires, the following words and expressions and phrases shall have the meanings hereby ascribed to them:

“1990 Act” means the Town and Country Planning Act 1990 (as amended).

“2008 Act” means the Housing and Regeneration Act 2008.

“2011 Act” means the Localism Act 2011.

“Affordable Housing” has the meaning set out in the Glossary at the Annex of the National Planning Policy Framework (as amended from time to time).

“Affordable Housing Cascade Mechanism” means the provisions of paragraph 2 of Schedule 2 which govern the alternative provision of Affordable Housing where a transfer of Affordable Housing Units to an Affordable Housing Provider cannot be achieved;

“Affordable Housing Monitoring Fee” means the sum of six hundred and seventy three pounds (£673.00) (Index Linked) payable as a contribution towards the cost of monitoring compliance with the affordable housing obligations contained in this Deed in accordance with Regulation 122(2A) of the Community Infrastructure Levy Regulations 2010 (as amended).

“Affordable Housing Scheme” means a scheme for the Phase or the Site to secure the provision of the Affordable Housing Units in accordance with the Agreed Tenure Mix, which shall include:

- (a) the location (including a site layout plan), type (flat or house) and size of the Affordable Housing Units;
- (b) confirmation that the Affordable Housing Units meet all the requirements set out in this Deed or any approved amendments to such requirements; and
- (c) the construction standards of the Affordable Housing Units and how the proposed design and construction of the Affordable Housing Units will ensure that the same is materially indistinguishable (in terms of outward design and appearance) from the Market Housing Units of similar size within the Development; and
- (d) proposals to Transfer the Affordable Housing Units to an Affordable Housing Provider;

“Affordable Housing Unit” means a Dwelling that is used and occupied as Affordable Housing;

“Affordable Housing Provider” means a registered provider of social housing within the meaning of Section 80 of the 2008 Act and approved in writing by the Council;

“Affordable Rented Housing” means housing Provided through an Affordable Housing Provider and let on an assured tenancy to households who are in Housing Need subject to rent controls that require a rent that does not exceed the South West Herts Local Housing Allowance (including any Reasonable Service Charge);

“Affordable Rented Housing Unit” means a Dwelling Provided as Affordable Rented Housing;

“Agreed Tenure Mix” means, in respect of the Affordable Housing Units, that:

- (a) seventy percent (70%) of the Affordable Housing Units shall be rented, of which 70% shall be Social Rented Housing Units and 30% shall be Affordable Rented Housing Units; and
- (b) thirty percent (30%) of the Affordable Housing Units shall be Shared Ownership Units;

“Alternative Affordable Housing Mix” means a package of alternative Affordable Housing provision proposed by the Owner pursuant to paragraph 2 of Schedule 2;

“Appeal” means the appeal to the Secretary of State made by the Promoter under section 78 of the 1990 Act and allocated appeal reference 6004972 against the Council’s refusal of the Planning Application;

“Approved Body” means English Estates via their Charitable Trust Community Interest Company, The Greenspace Trust CIC (Company Registration Number 15192805), or such other body or bodies as have been approved in writing by the Council (whose approval shall not be unreasonably withheld or delayed) to be an appropriate body to own and manage the Managed Land (or relevant part thereof) In Perpetuity and references to “the Approved Body” shall, where the context so requires, be construed as references to the relevant Approved Body responsible for the relevant part of the Managed Land;

“Approved Body Transfer” means a transfer of the Managed Land (or any part thereof) to the Approved Body on the Managed Land Disposal Terms and the payment of the Commuted Sum (or the relevant proportion thereof) to the relevant Approved Body;

“Approved Body Transfer Completion Date” means in respect of each Approved Body Transfer the date of the completion of that Approved Body Transfer (being the date of completion of the transfer and not the date of registration at HM Land Registry);

“Armed Services Member” means a member of the Royal Navy or the Royal Marines or the British Army or the Royal Air Force; or a former member of any of the above who was a member within the five (5) years prior to the purchase of the relevant Discount Market Unit; or a divorced or separated spouse or civil partner of a member; or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service;

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

“BCIS Regional Factor” means the Building Cost Information Service Tender Price Study by Location (Using 2000 boundaries data) for East of England;

“Biodiversity Gain Land Monitoring Contribution” means the sum of eleven thousand six hundred and ten pounds (£11,610.00) (Index Linked) as a financial contribution towards the Council’s costs of inspecting and certifying as complete the Habitat Creation and Enhancement Works and in monitoring the Owner’s compliance with the obligations in Schedule 7 of this Deed;

“Bus Service Contribution” means the sum of one million nine hundred and fifty-five thousand pounds (£1,955,000) (Index Linked) to be applied towards the introduction of a dedicated bus service within and surrounding the Site, including to key destinations such as Rickmansworth, Watford Station, Croxley Station, and Watford Junction;

“Charge” means the mortgage/charge over registered title number HD557755 dated 26th September 2019 in favour of the Promoter;

“Choice Based Lettings Scheme” means the system used by the Council which enables properties to be let to applicants;

“CIL Regulations” means the Community Infrastructure Levy Regulations 2010, as amended from time to time;

“Commencement Date” means the date on which the Development, a Phase or any part thereof (as the context requires) is begun by the carrying out of a material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission other than (for the purposes of this Deed and for no other purpose) operations consisting of:

- (a) vegetation clearance;
- (b) land profiling and regrading (movement of soil where this does not constitute development);
- (c) laying of a temporary haul road;
- (d) installation of construction compound;
- (e) archaeological investigations;
- (f) service installation or diversions;
- (g) the temporary display of site notices or advertisements;
- (h) works to create temporary site access;
- (i) site surveys and investigations; and
- (j) erection of temporary hoardings or fences;

and **“Commence”** and **“Commencement”** and **“Commencing”** shall be construed accordingly;

“Committed” means, in respect of any Contribution (or part thereof) payable to the Council and/or the County Council, either:

- (a) contractually committed towards a purpose permitted by the terms of this Deed; or
- (b) subject to a formal resolution of the Council and/or the County Council or their respective cabinet/committee authorising its expenditure on a specific purpose permitted by the terms of this Deed;

“Community Building Contribution” means the sum of two hundred and seventy three thousand three hundred and twenty eight pounds (£273,328.00) (Index Linked) to be applied towards suitable off-site indoor sports hall provision;

“Community Building” means a multi-purpose building having a minimum of 695 sq. metres (external) floorspace to be constructed on the Site in accordance with the Community Building Specification approved under paragraph 3.1 of Schedule 3 of this Deed to serve the needs of

the Development for sporting, social, cultural or faith-based activities or other community groups;

"Community Building Monitoring Contribution" means the sum of one hundred and ninety pounds (£190.00) (Index Linked) as a contribution towards the Council's reasonable and proper administrative costs of monitoring the Owner's compliance with the obligations in paragraph 3 of Schedule 3 of this Deed in connection with the delivery of the Community Building;

"Community Building Outline Parameters" means a building with a flexible floorspace area that is suitable for a range of different uses including space for community social and faith groups and indoor sports. The minimum internal dimensions for the community hall floorspace shall be 18x10 metres and have an internal clearance height of at least 3.5 metres, together with an activity studio having a minimum size of 12x9.1 metres and a minimum clearance height of 3.5 metres. The design of the flooring, walls, windows, ceiling, lighting, and ventilation for both the community hall building and activity studio, as well as the provision of ancillary toilets and storage facilities, shall accord with Sport England's Village and Community Halls Design guidance: <https://www.sportengland.org/guidance-and-support/facilities-and-planning/design-and-cost-guidance/sports-halls>;

"Community Building Specification" means the specification for a Community Building that is to be approved by the Council, liaising with Sport England, acting reasonably. The specification shall (unless agreed in writing otherwise) comply with the Community Building Outline Parameters;

"Community Healthcare Contribution" means the sum up to two hundred and eleven thousand six hundred and eight pounds (£211,608.00) (Index Linked) with the final amount to be calculated and paid in accordance with paragraph 6 of Schedule 3 to mitigate the impact of the Development and the additional residents on the existing community healthcare facilities;

"Commuted Sum" means the sum to be calculated by the Owner and agreed in writing between the Owner and the Council in accordance with paragraph 10 of Schedule 6 being necessary to fund the maintenance and management of the Managed Land (or relevant part thereof) In Perpetuity in accordance with the approved Managed Land Plan and for the avoidance of doubt excludes any interest or income or capital growth earned or created by any investment or any part of such sum and is to be Index Linked at the time of payment by the Owner. Where the Managed Land is to be transferred to or managed by more than one body, the Commuted Sum shall be apportioned between such bodies in such proportions as the Owner shall determine (acting reasonably) and notify to the Council in writing;

"Contributions" means any financial contribution payable by the Owner pursuant to this Deed to either the Council or the County Council and the term "Contribution" shall be construed accordingly;

"County Contributions" means:

- (a) the Special Educational Needs and Disabilities (SEND) Contribution and the Waste Service Transfer Station Contribution; and
- (b) the Primary Education Contribution, the Secondary Education Contribution, the Sustainable Transport Strand 1 Contribution, the Sustainable Transport Strand 2 Contribution, the County Council Monitoring Contribution and the Servicing Works Compliance Fee;

"County Council Monitoring Contribution" means the sum estimated to be two thousand five hundred and twenty pounds (£2,520.00) to be calculated as the sum of £420 (four hundred and twenty pounds) (Index Linked) per trigger contained in this Deed in respect of obligations owed to the County Council towards the County Council's reasonable and proper administrative costs of monitoring compliance with the provisions of this Deed;

"County (Formula) Contribution" means the contributions mentioned in limb (a) of the definition of County Contributions, being the Special Educational Needs and Disabilities (SEND) Contribution and the Waste Service Transfer Station Contribution;

"County Reserved Matters Mix Notice" means a notice served by the Owner on the County Council with details of size type tenure and/or total number of Dwellings being applied for in the relevant Reserved Matters Application in accordance with Table 2 set out at Paragraph 6 of Schedule 4 of this Deed;

"County Reserved Matters Mix Contribution Notice" means a notice served by the County Council upon the Owner with the amount of each County (Formula) Contribution calculated in accordance with Table 2 as set out at Paragraph 6 of Schedule 4 of this Deed and the associated County Council Monitoring Contribution payable in connection with such County (Formula) Contribution and reference to the size type tenure and/or total number of Dwellings as permitted by the Planning Permission and also the relevant Reserved Matters Approval and further detailed in the County Reserved Matters Mix Notice served by the Owner;

"Country Park" means the country park to be laid out, delivered and managed on the Country Park Land in accordance with the Planning Permission, the Managed Land Plan and the provisions of this Deed;

"Country Park Land" means the land forming part of the Site shown indicatively shaded yellow on Plan 2 on which the Country Park is to be delivered;

"Country Park and Woodland Management and Monitoring Fee" means the sum of three hundred and eighty pounds (£380.00) (Index Linked) as a contribution towards the Council's reasonable and proper administrative costs of monitoring the Owner's compliance with the provisions of Schedule 6 of this Deed;

"Cycling Contribution" means the sum of forty five thousand pounds (£45,000) (Index Linked) to be applied towards the expansion of the Beryl Bike scheme and docking station provision;

"Development" means the development of the Site pursuant to the Planning Permission;

"Decision Letter" means the decision letter to be issued by, or on behalf of, the Secretary of State in relation to the Appeal;

"Default Notice" means a notice issued by the Council pursuant to Part 4 of Schedule 6 which indicates a failure to comply with the Managed Land Plan and contains details of such failure;

"Discount Market Price" means a sum which is the Market Value discounted by:

- (a) 30% for 1- and 2-bedroom flats;
- (b) 35% for 2-bedroom houses;
- (c) 40% for 3-bedroom houses; and

- (d) no less than 40% and no greater than 45% for houses with 4 or more bedrooms, with the level of discount to be agreed in writing by the Council or determined by the Expert;

"Discount Market Unit" means (if approved as Alternative Affordable Housing Mix pursuant to the Affordable Housing Cascade Mechanism) an Affordable Housing Unit to be sold only to Eligible Persons at a price not exceeding the Discount Market Price of such unit and in accordance with the provisions of paragraph 3 of Schedule 2 and which complies with the definition of "Discounted market sales housing" as set out in Annex B of the NPPF;

"Dwelling" means any dwelling forming part of the Development and for the avoidance of doubt does not include the Children's Home (Use Class C3(b));

"Eligible Person" means any person having an annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) that does not exceed the Income Cap and either:

- (a) has a Local Connection; or
- (b) is a Key Worker; or
- (c) is an Armed Services Member;

PROVIDED THAT after the expiry of nine (9) months from the date on which the relevant Discount Market Unit is first marketed for sale, if no such person referred to in limbs (a) to (c) has agreed to purchase the relevant Discount Market Unit, it shall mean any person with an annual gross household income that does not exceed the Income Cap (irrespective of whether such person has a Local Connection, or is a Key Worker or Armed Services Member);

"Estate Service Charge" means a periodic charge levied by the relevant Management Company upon the owners and/or occupiers of Dwellings on the Site to fund the management and maintenance of the Managed Land (or relevant part thereof) In Perpetuity in accordance with the Managed Land Plan. It must also comply with the provisions of paragraph 21 of Schedule 6;

"Expert" shall mean the expert appointed pursuant to clause 12 of this Deed.

"Habitat Creation and Enhancement Works" means the habitat creation and enhancement works set out in the HMMP (excluding any management or monitoring activities specified in the HMMP);

"Habitat Management and Monitoring Plan" or **"HMMP"** means the detailed and costed plan submitted to and approved by the Council for the onsite habitat enhancement and creation and ongoing management and monitoring for 30 years which shall be prepared for each Phase in accordance with condition 20 and the biodiversity net gain plan approved under condition 21 of the Planning Permission and the HMMP shall include any additional document, replacement document and/or variation of the same approved by the Council;

"Housing Need" means, in the Council's assessment in accordance with the Choice Based Lettings Scheme, the inability to resolve one's housing needs in the private sector market because of the relationship between housing costs and incomes;

"Income Cap" means the sum of eighty thousand pounds (£80,000) or such other sum as may be published for First Homes (as defined in the National Planning Policy Framework 2026) or

Discount Market Units (with the latter to apply where both exist) from time to time by the Government and is in force at the time of the relevant disposal of the Discount Market Unit;

"Index Linked" means:

- (a) in relation to those Contributions payable to the Council, the relevant Contribution shall be adjusted on the date on which it falls due (the "Due Date") in proportion to any increase in the RPI Index between the date of this Deed and the Due Date. For the avoidance of doubt, if there is no such increase, no adjustment shall be made; and
- (b) in relation to the County Contributions, the relevant contribution shall be adjusted in accordance with clause 9 of this Deed.

"Interest" means 4% above the base lending rate of the Bank of England;

"In Perpetuity" means for the lifetime of the Development;

"Key Worker" means a person employed or with a confirmed job in the Council's administrative area in an occupation that provides an essential service to the public and local community and who should, therefore, be able to live in close proximity to their place of work, including (without limitation) a person employed as a nurse or other healthcare professional, teacher or other education professional, police officer, firefighter, ambulance service worker, social worker or other social care professional, or such other occupation providing an essential public service as may be agreed in writing with the Council;

"LCWIP Contribution" means the sum of fifteen thousand pounds (£15,000) (Index Linked) towards Local Cycling and Walking Infrastructure Improvements (LCWIP) to Watford & Three Rivers Route 2;

"Local Connection" means as set out in the Council's Housing Allocations Policy December 2025 (or any successor document);

"Managed Land" means the Country Park Land, the Woodland and the Open Space;

"Managed Land Monitoring Fee" means the reasonable annual monitoring fee to cover the Council's costs of monitoring compliance with the Managed Land Plan, not to exceed £500;

"Managed Land Monitoring Report" means a written monitoring and compliance report to be provided to the Council identifying compliance with the Managed Land Plan in respect of the Managed Land (or the relevant part thereof) and/or any remedial measures required to be undertaken to restore the Managed Land to the agreed standard set out in the Managed Land Plan;

"Managed Land Disposal Terms" means the transfer of the freehold interest with full title guarantee and vacant possession in the Managed Land (or part thereof) to the Approved Body or Management Company (as relevant) which shall:

- (a) include the following terms:
 - (i) a covenant by the transferee to comply with the relevant Management Arrangements and comply with any Default Notice served in accordance with paragraph 31 of Schedule 6; and

- (ii) a restrictive covenant which provides that the relevant land shall only be used for its original purpose and any ancillary use that does not conflict with such purposes;
- (b) be made for nil consideration and at the Owner's cost, including reasonable legal, professional and Stamp Duty Land Tax (SDLT) costs as may be applicable; and
- (c) include rights for the Council to step in and manage the relevant land and maintain the Managed Land and to recover its reasonable costs from the funds paid to the Approved Body or Management Company (as applicable) or otherwise payable to it in the future (including any Estate Service Charge or other revenue sources connected to the relevant land) in the event that the Approved Body or Management Company (as applicable):
 - (i) ceases to exist without replacement or goes into administration; and/or
 - (ii) fails to manage and maintain the relevant land transferred to it in accordance with the standards set out in the Managed Land Plan (provided that the Council gives reasonable notice and opportunity for any breach to be remedied before step in).

"Managed Land Works" means the works required to deliver the enhancement to Country Park, Open Space and/or Woodland (or part thereof) in accordance with the Managed Land Plan;

"Management Arrangements" means the obligations in Parts 3 and 4 of Schedule 6;

"Management Company" means a limited company registered at Companies House, incorporated in England, Wales or Scotland and which has its registered office in England, Wales or Scotland established or to be established by or on behalf of the Owner for the primary purpose of owning managing and maintaining the Managed Land (or such part or parts thereof) In Perpetuity such company or companies to be funded by means of the Estate Service Charge and/or an endowment payment (or a combination thereof) as agreed in writing with the Council in advance of the Management Company Commencement Date and references to "the Management Company" shall, where the context so requires, be construed as references to the relevant Management Company responsible for the relevant part of the Managed Land;

"Management Company Commencement Date" means the date upon which the Management Company receives a transfer of any Managed Land in accordance with the Managed Land Disposal Terms and assumes responsibility for the ownership management and maintenance of that Managed Land;

"Managed Land Plan" means the detailed and costed plan submitted to and approved by the Council in accordance with condition 27 of the Planning Permission which sets out the enhancements to be carried out to the Country Park, Open Space and Woodland and the management and maintenance obligations that need to be complied with In Perpetuity including any compliance with the HMMP and any additional document, replacement document and/or variation of the same approved by the Council;

"Market Housing Units" means the Dwellings constructed on the Site pursuant to the Planning Permission which are not mandated to be Provided as Affordable Housing;

"Market Value" means the open market value of a Dwelling as assessed by at least two suitably qualified valuers and agreed by the Council (or an Expert where no such agreement has been

reached), such assessment to be carried out in accordance with the RICS Valuation – Global Standards (commonly known as the Red Book) current at the date of the relevant valuation (or any successor or replacement guidance issued by the RICS from time to time);

“Medical Centre” means the medical building to be constructed on the Site (as either a standalone building or part of another building on the Site including but not limited to a residential building) to Shell and Core Condition in accordance with the Medical Centre Specification;

“Medical Centre Contribution” means the sum of one million three thousand and two hundred pounds (£1,003,200) (Index Linked) as a contribution to be applied towards the relocation of New Road Surgery and/or the provision of a new or expanded medical facility within the locality of Croxley Green to accommodate additional patient registrations arising from the Development;

“Medical Centre Fit Out Contribution” means the sum of one million eight hundred and fifty thousand pounds (£1,850,000.00) (Index Linked) as a contribution towards the cost of fitting out the Medical Centre;

“Medical Centre Land” means the land on which the Medical Centre is to be constructed to Shell and Core Condition in accordance with the approved plans as part of the Planning Permission and the provisions of this Deed;

“Medical Centre Specification” means the specification of the building to Shell and Core Condition of the Medical Centre which shall be submitted to and approved by the Council in accordance with the future operational requirements for the Medical Centre notified by the NHS ICB which will include details of the following:

- (a) its size (height, width, depth, number of floors) including its gross internal floor area;
- (b) internal layout including waiting room and related check-in facilities, interview room, consulting rooms and ancillary office;
- (c) related car parking spaces for use by staff and visitors of the Medical Centre, such facilities so as to ensure that the Medical Centre is fully accessible for wheelchair users;
- (d) a programme for the construction and completion of the Medical Centre to Shell and Core Condition;

“Mental Health Contribution” means the sum of up to two hundred and three thousand three hundred and fifty two pounds (£203,352.00) (Index Linked) with the final amount payable to be calculated and paid in accordance with paragraph 5 of Schedule 3 to mitigate the impact of the Development and the additional residents on the existing mental healthcare facilities;

“NHS ICB” means the NHS Central East Integrated Care Board or any successor, replacement or other body from time to time carrying out the functions of that body;

“Nominations Agreement” means the nominations agreement to be entered into pursuant to paragraphs 1.12 and 1.13 of Schedule 2 under which the Council has:

- (a) 100% nomination rights in respect of the Social Rented Housing Units to enable the Council to nominate occupiers on first Occupation and 75% on subsequent lettings;

- (b) 100% nomination rights in respect of the Affordable Rented Housing Units to enable the Council to nominate occupiers on first Occupation and 75% on subsequent lettings; and
- (c) 100% nomination rights in respect of the Shared Ownership Units to enable the Council to nominate occupiers on first Occupation and on all subsequent lettings;

"Open Space" means the areas of public open space to be provided as part of the Development for use by the public in accordance with the Planning Permission as shown indicatively shaded green on Plan 2; with the precise areas to be defined as part of the Reserved Matters Approval for each Phase;

"Occupation" means occupation for the purposes permitted by Planning Permission but shall not include occupation for the purposes of construction, fitting out or decoration, marketing or display or occupation in relation to security (and Occupy, Occupants and Occupied shall be construed accordingly);

"Other Affordable Home Ownership" means Affordable Housing for sale as described in paragraphs (c) and (d) of the definition of 'Affordable Housing' in Annex B: Glossary to the NPPF which for the avoidance of doubt may include Discount Market Units, Shared Ownership Housing, relevant equity loans, other low cost homes for sale (at a price equivalent to at least 20% below local market value) and rent to buy (which includes a period of intermediate rent);

"Phase" means a phase of the Development as identified on the Phasing Plan;

"Phase Specific Self-Build / Custom Build Plots Scheme" means a scheme to be submitted to and approved by the Council for the provision of Self-Build / Custom Build Plots on any Reserved Matters Area which according to the approved Self-Build / Custom Build Plots Plan is to contain one or more Self-Build / Custom Build Plots such scheme to include:

- (a) a strategy for marketing the individual Self-Build / Custom Build Plots within that Reserved Matters Area only to eligible prospective purchasers which shall include those on the Self-Build and Custom Housebuilding Register;
- (b) the proposed location and distribution of the Self-Build / Custom Build Plots within that Reserved Matters Area which shall include the size and dwelling type to be constructed on the plots as to flats, semi-detached, detached, or terraced dwellings or any combination thereof; and
- (c) details to demonstrate how the first Occupation of the dwelling to be constructed on each Self-Build / Custom Build Plot within that Reserved Matters Area will be consistent with the meaning of Self-Build / Custom Housebuilding;

"Phasing Plan" means a plan showing the phasing of the Development submitted to and approved by the Council pursuant to condition 4 of the Planning Permission (or any subsequent revision thereof approved in writing by the Council);

"Planning Application" means the application for outline planning permission dated 19 December 2024 bearing the Council's reference number: 24/2073/OUT for "development of up to 600 residential dwellings (Use Class C3(a)), construction of a 5-bedroom property for children's social care and supported living (Use Class C3(b)). Two vehicular access points from Little Green Lane and further pedestrian / cycleway accesses. A one form entry primary school (Use Class F1(a)) (plus expansion land for a two form entry primary school). A mixed use local

centre including provision for NHS health and social care services (Use Class E(e)), community building (Use Class F2), retail and cafe provision (Use Class E(a-c)), car parking and associated infrastructure. A country park, areas for play and recreation, allotments, community orchard and landscaping with associated infrastructure including sustainable urban drainage systems. (Layout, scale, appearance and landscape as reserved matters);

“Planning Obligations” means the obligations in Clause 4;

“Planning Permission” means the planning permission for the Development to be granted by the Secretary of State in the Decision Letter by way of approval of the Planning Application;

“Plan 1” means the plan marked 'Plan 1' annexed hereto showing the location and extent of the Site;

“Plan 2” means the plan marked 'Plan 2' annexed hereto showing indicatively the location and extent of the Managed Land;

“Plan 3” means the plan marked 'Plan 3' annexed hereto showing indicatively the proposed land uses across the Site;

“Practical Completion” means the date on which a certificate of practical completion is issued in respect of the Development (or the relevant part thereof) by the architect, contract administrator, or other person authorised to issue such certificate pursuant to the relevant building contract certifying that the Development (or relevant part) has reached practical completion in accordance with that building contract and that the relevant works are fit for their intended purpose and available for use and, in the case of the Children's Home, confirming that its construction is complete internally and externally, is in a Serviced Condition and is suitable and available for Occupation and **“Practically Complete”** shall be construed accordingly;

“Primary Education Contribution” means the sum of six million three hundred thousand three hundred and sixty pounds (£6,300,360) (Index Linked) to be applied towards the delivery of a new 1FE primary school on the Site and/or provision serving the Development;

“Provided” means:

- (a) ready for first Occupation;
- (b) in a Serviced Condition; and
- (c) (other than the Discount Market Units approved pursuant to an Alternative Affordable Housing Mix) a binding contract has been entered into with an Affordable Housing Provider in relation to the acquisition of no less than a 125-year leasehold interest in those Affordable Housing Units and a Nominations Agreement has been entered into in respect of them

(and “Provide” and “Provision” shall be construed accordingly).

“Reasonable Endeavours” means (in relation to the Owner's obligations pursuant to the Affordable Housing Cascade Mechanism) to do what a reasonable and prudent person acting properly in their own commercial interest and applying their minds to their contractual obligation would do to achieve the desired outcomes which shall as a minimum require the Owner to:

- (a) Approach no less than 15 Affordable Housing Providers that operate in the District of Three Rivers or within its general locality about purchasing the relevant Affordable Housing Units;
- (b) Advertise the relevant Affordable Housing Units in at least two (2) relevant magazines or online publications; and
- (c) Upload the relevant Affordable Housing Units onto the Homes England Clearing Service or any subsequent replacement as may be applicable;

“Reasonable Service Charge” means a sum that covers the contribution requested from time to time for those services and facilities which are of a nature and to a standard reasonably required in connection with and which directly benefit the Affordable Housing Units, such sum to be set at a fair and reasonable proportion of the costs relating to the services provided;

“Remedial Works” means the works agreed between the Owner and the Council or determined pursuant to the provisions of Part 4 of Schedule 6 to remedy the failures specified within a Default Notice;

“Rent Standard” means the Rent Standard 2026 issued by the Regulator of Social Housing or any successor rent standard issued from time to time;

“Reserve” means in relation to the Medical Centre Land kept free of any development which may prevent use in accordance with the Planning Permission for the purposes of a public medical centre and not transferred to any party other than the NHS ICB or its nominee;

“Reserved Matters Application” means an application in respect of any Phase or any part of any Phase of the Development for the approval of reserved matters pursuant to the Planning Permission;

“Reserved Matters Approval” means any approval granted pursuant to a Reserved Matters Application;

“Reserved Matters Area” means the area of the Site which is the subject of a Reserved Matters Approval;

“Rousebarn Lane Contribution” means the sum of twenty-five thousand pounds (£25,000) (Index Linked) to be applied towards improvements to Rousebarn Lane and the public right of way between Little Green Lane and Gade Avenue;

“RPI Index” means the Retail Price Index, 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 from time to time;

“Secondary Education Contribution” means either Secondary Education Contribution 1 or Secondary Education Contribution 2 or Secondary Education Contribution 3 as determined by the Secretary of State in the Decision Letter in accordance with clauses 21.3 to 21.5;

“Secondary Education Contribution 1” means the sum of four million three hundred and seventy six thousand eight hundred and thirty four pounds (£4,376,834) (Index Linked) to be applied (if payable) as a contribution towards the expansion of Croxley Danes Secondary School and/or expansion of a secondary school in the area and/or provision serving the Development;

“Secondary Education Contribution 2” means the sum of one million five hundred thousand two hundred and ninety one pounds (£1,542,291) (Index Linked) to be applied (if payable) as a contribution towards the expansion of Croxley Danes Secondary School and/or expansion of a secondary school in the area and/or provision serving the Development;

“Secondary Education Contribution 3” means the sum of three million six hundred and twenty two thousand five hundred and eighty seven pounds (£3,622,587) (Index Linked) to be applied (if payable) as a contribution towards the expansion of Croxley Danes Secondary School and/or expansion of a secondary school in the area and/or provision serving the Development;

“Secretary of State” means the Secretary of State for Housing, Communities and Local Government or such other Minister of the Crown who may from time to time be responsible for the exercise of the powers and functions referred to in this Deed, including any successor to such responsibilities following any reorganisation of government departments;

“Self-Build and Custom Housebuilding” has the meaning given to it in section 1 of the Self-Build and Custom Housebuilding Act 2015 (as may be varied or replaced from time to time);

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

“Self-Build / Custom Build Plot” means a plot to be marketed and sold pursuant to the Phase Specific Self-Build / Custom Build Plots Scheme and developed for Self-Build and Custom Housebuilding which shall be fully serviced by providing to the boundary of that plot all applicable utility services including broadband infrastructure such servicing to be provided either at the time of disposal of the relevant plot or in accordance with a contractually enforceable programme to be agreed with the relevant purchaser;

“Self-Build / Custom Build Plots Plan” means a plan identifying indicatively the number of Self-Build / Custom Build Plots to be contained in each Reserved Matters Area (if any) which shall (unless otherwise determined in accordance with the provisions of this Deed or agreed in writing by the Council) achieve the Self-Build / Custom Build Quantum across the Development as a whole through the provision of two per cent (2%) of the Dwellings as Self-Build / Custom Build Plots;

“Self-Build / Custom Build Quantum” means two per cent (2%) of the total number of Dwellings;

“Shell and Core Condition” means in respect of the Medical Centre it shall:

- (a) comprise the completed structural frame, floors, exterior walls, and roof,
- (b) be constructed so as to be weatherproof and watertight;
- (c) include external doors, glazing and building envelope works; and
- (d) include the installation of sewers, gas, water, electricity and telecommunications to the boundary so as to enable the Medical Centre to be Occupied;

“Serviced Condition” means:

- (a) in relation to the land to be used for the Affordable Housing Units, the provision of roads, sewers, gas, water, electricity and telecommunications (if applicable) to the boundary to be necessary and adequate so as to enable such land to be Occupied;
- (b) in relation to the Children's Home the provision and connection of sufficient and appropriate vehicular and pedestrian access from the public highway to the Children's Home, main sewers, water and effluent, fuel, oil electricity and telecommunications connected to the Children's Home (to a suitable specification previously agreed with the County Council in writing) so as to enable the Children's Home to be Occupied;

"Shared Ownership Housing" means housing let through an Affordable Housing Provider on Shared Ownership Terms and "Shared Ownership Housing Unit" shall be construed accordingly;

"Shared Ownership Lease" means a lease granted by an Affordable Housing Provider in respect of a Shared Ownership Unit on the Shared Ownership Terms;

"Shared Ownership Terms" means the following terms:

- (a) let in accordance with 'shared ownership arrangements' within the meaning of section 70(4) of the 2008 Act; and
- (b) let on a lease in the form of the Homes England model lease published from time to time on terms where:
 - (i) the percentage of the value of the dwelling paid as a premium on the day on which a lease is granted under the shared ownership arrangement does not exceed 75 per cent of the market value (where the market value at any time is the price which the dwelling might reasonably be expected to fetch if sold at that time on the open market);
 - (ii) on the day on which a lease is granted under the shared ownership arrangements, the annual rent payable is not more than three per cent of the value of the unsold interest;
 - (iii) in any given year the annual rent payable does not increase by more than the percentage increase in the CPI for the year to September immediately preceding the anniversary of the day on which the lease was granted plus one per cent; and
 - (iv) on terms pursuant to which the tenant pays no more than a Reasonable Service Charge (where applicable);

"Shared Ownership Units" means Dwellings Provided as Shared Ownership Housing;

"Social Rented Housing" means housing owned and managed by the Council or an Affordable Housing Provider and:

- (a) let on an assured tenancy to households who are in Housing Need; and
- (b) at a rent determined in accordance with the formula rents set out in the Rent Standard and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time, and

- (c) on terms pursuant to which the tenant pays no more than a Reasonable Service Charge;

“Social Rented Housing Units” means Dwellings Provided as Social Rented Housing;

“Site” means the land against which this Deed may be enforced as shown edged red on Plan 1;

“Special Educational Needs and Disabilities (SEND) Contribution” means the sum to be calculated in accordance with the Table 2 at paragraph 6 of Schedule 4 based on the size, type, tenure and/or total number of dwellings confirmed in the County Reserved Matters Mix Contribution Notice (Index Linked as hereinafter provided) towards the cost of new Severe Learning Difficulty (SLD) special school places (WEST) and/or provision serving the Development;

“SPONS Index” means the single index known as the Price Adjustment Formulae Indices (Civil Engineering) Series 2 published by the Building Cost Information Service (BCIS);

“Sports Contribution” means the sum of nine hundred and three thousand four hundred and ninety one pounds (£903,491.00) (Index Linked) to be used to mitigate the impact of the Development and to be applied to the following causes in the following amounts (Index Linked in each case):

- (a) Natural Grass Pitches - £217,169
- (b) Adult Football - £52,381
- (c) Youth Football - £70,447
- (d) Mini Soccer - £20,951
- (e) Rugby Union - £10,767
- (f) Cricket - £62,624
- (g) Artificial Grass Pitches 3G - £117,438
- (h) Tennis - £21,226
- (i) Indoor Swimming Pools - £330,488

“Sports Monitoring Contribution” means the sum of three hundred and eighty pounds (£380.00) (Index Linked) as a contribution towards the Council's reasonable and proper administrative costs of monitoring the Owner's compliance with the obligations in paragraph 4 of Schedule 3 of this Deed, being the payment of the Sports Contribution via a series of instalments;

“Step Free Access Contribution” means the sum of one million and sixty five thousand pounds (£1,065,000) (Index Linked) to be applied (if payable), towards the delivery of step-free access at Croxley Underground Station;

“Sustainable Transport Strand 1 Contribution” means the:

- (a) Bus Service Contribution;

- (b) Rousebarn Lane Contribution;
- (c) LCWIP Contribution;
- (d) Travel Plan Evaluation Fee; and
- (e) Travel Voucher Contribution.

“Sustainable Transport Strand 2 Contribution” means the sum of one million five hundred and seventy eight thousand nine hundred pounds (£1,578,900) (Index Linked) towards supporting active travel links to the Development to facilitate delivery and enhancement of necessary active and sustainable travel networks and improving the walking and cycling network;

“Travel Plan” means the travel plan prepared in accordance with the Hertfordshire County Council Travel Plan Guidance and approved pursuant to condition 19 of the Planning Permission;

“Travel Plan Evaluation Fee” means the sum of sixteen thousand five hundred pounds (£16,500) (Index Linked) for the purpose of evaluating, administering and monitoring the objectives of the Travel Plan in accordance with Hertfordshire County Council's Travel Plan Guidance;

“Travel Voucher Contribution” means the sum of five hundred and eleven thousand and two hundred pounds (£511,200) (Index Linked) towards travel vouchers and car share based on TA: 6 x 4-week passes (Arriva All Zone) per Dwelling;

“Waste Service Transfer Station Contribution” means the sum to be calculated in accordance with Table 2 at paragraph 6 of Schedule 4 based on the size, type, tenure and/or total number of Dwellings confirmed in the County Reserved Matters Mix Contribution Notice (Index Linked) to be used towards increasing capacity at Waterdale Transfer Station and/or provision serving the Development;

“Woodland” means Rousebarn Wood shown indicatively shaded purple on Plan 2;

“Working Day” means a day other than a Saturday or Sunday or the period between Christmas Day and New Year's Day, Good Friday or bank holiday.

- 1.1 In this Deed:-
- 1.2 the clause headings do not affect its interpretation;
- 1.3 references to the Site include any part of it;
- 1.4 where two or more people form a party to this Deed the obligations they undertake may be enforced against them all jointly or against each of them individually;
- 1.5 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing and words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done;

2 Legal Effect

- 2.1 This Deed is entered into by the parties pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972, Section 1 of the 2011 Act and any other enabling statutory provisions.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and shall be binding on the Owner and (subject to clause 10) enforceable by the Council and the County Council without limit of time against the Owner.
- 2.3 To the extent only that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in the Local Government Act 1972 and the 2011 Act.
- 2.4 The Owner enters into the obligations for itself and its successors in title with the Council and the County Council to the intent that the obligations hereunder 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 Site or any part thereof.

3 Conditionality

- 3.1 Subject to Clause 3.2, this Deed will take effect on delivery.
- 3.2 Subject to Clause 3.3, the obligations, covenants and restrictions in this Deed are conditional on the grant of the Planning Permission by the Secretary of State and the Commencement Date, save for those Planning Obligations which are expressed as requiring performance prior to Commencement of Development (and restricting Commencement of the Development until performance) which shall take effect on the date specified in the relevant Planning Obligation.
- 3.3 Clauses 5.1 and 5.2 are effective immediately from the date of this Deed.

4 The Owner's Obligations

- 4.1 The Owner covenants with the Council (so as to bind its interest in the Site) to observe and perform the covenants restrictions stipulations and obligations as set out in the Schedules hereto which are given in favour of the Council.
- 4.2 The Owner covenants with the County Council:-
 - (a) to observe and perform the covenants restrictions stipulations and obligations contained in Schedules hereto which are given in favour of the County Council;
 - (b) to give the County Council no less than seven (7) Working Days' notice of the Commencement Date such notice to be given prior to the Commencement Date in writing using the proforma set out in Annex 1 hereto;
 - (c) to give the County Council no less than five (5) Working Days' notice of Practical Completion of the Development such notice to be in writing using the proforma set out in Annex 1 hereto;

- (d) to give the County Council no less than five (5) Working Days' notice of the Occupation of the Development such notice to be given in writing using the proforma set out in Annex 1 hereto;

5 The Promoter's Obligations

- 5.1 The Promoter covenants with the Council to pay to the Council upon completion of this Deed the Council's reasonable and proper costs incurred in connection with the preparation negotiation and completion of this Deed.
- 5.2 The Promoter covenants with the County Council to pay to the County Council upon completion of this Deed the County Council's reasonable and proper costs incurred in connection with the preparation negotiation and completion of this Deed.

6 The Council's Obligations

- 6.1 The Council covenants with the Owner:

- (a) not to apply the Contributions paid to it under this Deed other than for the purposes for which they are stated to be payable in this Deed;
- (b) following receipt of any Contributions from the Owner pursuant to this Deed, to apply such Contributions only for the purposes specified in this Deed provided that the Council shall 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 Contributions to costs already incurred at the date of payment in pursuit of the purposes specified in this Deed;
- (c) following receipt of each instalment of the Sports Contribution to pay the relevant instalment of the Sports Contribution to Sport England (or their successor or replacement where relevant);
- (d) following receipt of the Community Building Contribution (if payable by the Owner under paragraph 3.6 of Schedule 3 of this Deed) to pay the Community Building Contribution to Sport England (or their successor or replacement where relevant);
- (e) following receipt of each instalment of the Step Free Access Contribution to pay the Step Free Access Contribution to Transport for London (or their successor or replacement where relevant);
- (f) following receipt of each instalment of the Mental Health Contribution and Community Healthcare Contribution to pay the relevant instalment of the Mental Health Contribution and Community Healthcare Contribution to the NHS ICB (or their successor or replacement where relevant);
- (g) following receipt of the Medical Centre Contribution (if payable under paragraph 4 of Schedule 5 of this Deed) to pay the Medical Centre Contribution to the NHS ICB (or their successor or replacement where relevant) subject to having first received from the NHS ICB (or their successor or replacement where relevant) reasonable evidence of how the Medical Centre Contribution will be used to fund the expansion of existing health facilities in the Local Area;

- (h) following receipt of the Medical Centre Fit Out Contribution (if payable under paragraph 12 of Schedule 5 of this Deed) to pay the Medical Centre Fit Out Contribution to the NHS ICB (or their successor or replacement where relevant) within ten (10) Working Days of the NHS ICB having given the NHS ICB Lease Confirmation;
- (i) upon written request from the Owner, and subject to payment of its reasonable and proper professional costs and charges of doing so, to certify compliance or partial compliance with the provisions of this Deed;
- (j) upon written request from the Owner, where the NHS ICB has confirmed that it no longer wishes to be granted the Medical Centre Lease or fails to give written notice by the expiry of the Reservation Period accepting the offer of such lease made by the Owner pursuant to paragraph 12 of Schedule 5, to repay to the Owner the Medical Centre Fit Out Contribution; and
- (k) upon written request from the Owner, to repay to the Owner any portion of the Contributions paid by the Owner to the Council pursuant to this Deed but excluding:
 - (i) the Affordable Housing Monitoring Fee, the Biodiversity Gain Land Monitoring Contribution, the Community Building Monitoring Contribution, the Country Park and Woodland Management and Monitoring Fee, the Sports Monitoring Contribution and the Managed Land Monitoring Fee which shall not be repayable; and
 - (ii) any Contributions which have been paid by the Council to a third party in accordance with the terms of this Deed

which have not been expended or Committed to be spent by way of a binding contractual or other legal obligation in accordance with the provisions of and purposes specified within this Deed (including any such Contributions or part thereof which have not been Committed and paid to the relevant third party) within ten (10) years from the date on which the relevant Contribution was paid or where Contributions are paid in instalments ten (10) years from the date on which the final instalment of the relevant Contribution is paid (the "**Expenditure Period**"). The Owner shall be entitled at any time following the expiry of the relevant Expenditure Period to serve written notice on the Council requiring the refund of any such unspent sums and the Council shall make such refund within twenty (20) Working Days of receipt of such notice PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of expiry of the relevant Expenditure Period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be released free of any liability and obligations to the Council PROVIDED THAT the Council shall apply any unexpended sum only to a suitable provision serving the Development and in full compliance with Regulation 122 of the CIL Regulations.

7 The County Council's Obligations

7.1 The County Council covenants with the Owner:

- (a) that it will apply the contributions paid to it under this Deed towards the purpose specified in the definition of each such Contribution;
- (b) the County Council covenants with the Owner following receipt of a written request (limited to three occasions per year) from the Owner, to provide written confirmation of

the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed and upon receipt by the County Council of its reasonable costs of doing so; and

- (c) Upon written request from the Owner, the County Council further covenants with the Owner that it will pay to the Owner a sum, equal to the amount of any payment made by the Owner to the County Council under this Deed which has not been expended allocated or approved in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the County Council of notice of Practical Completion of the Development pursuant to clause 4.2(c) together with any interest accrued PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of 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 free of any liability and obligations to the County Council.

8 Miscellaneous

- 8.1 Where in this Deed 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 Deed.
- 8.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 8.3 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 interchangeably in that manner.
- 8.4 The Planning Obligations are Local Land Charges and shall be registered as such by the Council.
- 8.5 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, directions or other subordinate legislation for the time being made, issued or given under that Act or deriving validity from it.
- 8.6 Insofar as any clause or clauses of this Deed 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 Deed.
- 8.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to Commencement.
- 8.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission), whether or not granted on appeal, granted after the date of this Deed.
- 8.9 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.10 Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction is required to be given or reached or taken by any

party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction shall be given in writing and shall not be unreasonable or unreasonably withheld or delayed.

- 8.11 Notwithstanding clause 8.10, nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all public and private statutes, statutory instruments, orders, byelaws and regulations in the exercise of their functions as a local authority.
- 8.12 Without prejudice to the Council's and the County Council's statutory rights and to the extent that the Council and/or the County Council do not already have sufficient powers of entry under statute, the Owner hereby grants to the Council and/or the County Council or any person duly authorised or instructed by it an irrevocable licence (to be exercised upon not less than five (5) Working Days' prior written notice to the Owner save in the case of emergency) at all reasonable times to enter such parts of the Site as may be necessary to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed.

9 Expenditure, Interest and Indexation

- 9.1 All Contributions due to be paid to the Council pursuant to this Deed shall be Index Linked.
- 9.2 The Primary Education Contribution, the Secondary Education Contribution and the Special Educational Needs and Disabilities (SEND) Contribution shall each be index linked by reference to the BCIS Index figure of Q1 2024 with reference to the BCIS Regional Factor to the finalised figure applicable to the quarter in which the contribution is paid.
- 9.3 The Waste Service Transfer Station Contribution shall be index linked by reference to the BCIS Index figure of Q1 2024 to the finalised figure applicable to the quarter in which the contribution is paid.
- 9.4 The Servicing Works Compliance Fee shall be index linked by reference to the BCIS Professional Services Index figure at the date of this Deed to the finalised figure applicable to the month in which the Servicing Works Compliance Fee is paid.
- 9.5 The County Council Monitoring Contribution shall be index linked by reference to the RPI Index Figure of January 2024 to the finalised figure applicable to the month(s) in which the County Council Monitoring Contribution is paid.
- 9.6 The Travel Voucher Contribution shall be index linked by reference to the RPI Index Figure of May 2014 to the finalised figure applicable to the month in which the Travel Voucher Contribution is paid.
- 9.7 The Sustainable Transport Strand 2 Contribution shall be index linked by reference to the SPONS Index figure of March 2024 to the finalised figure applicable to the month in which the Sustainable Transport Strand 2 Contribution is paid.
- 9.8 That element of the Travel Plan Evaluation Fee applicable to the residential Travel Plan shall be index-linked by reference to the RPI Index figure of March 2014 and that element of the Travel Plan Evaluation Fee applicable to the school Travel Plan shall be index-linked by reference to the RPI Index figure of March 2020 to the finalised figure applicable to the month in which the Travel Plan Evaluation Fee is paid.

- 9.9 The Bus Service Contribution, the LCWIP Contribution and the Rousebarn Lane Contribution shall each be index linked by reference to the SPONS Index figure of January 2026 to the finalised figure applicable to the month in which the relevant contribution is paid.
- 9.10 The sums payable for the Primary Education Contribution, the Secondary Education Contribution, the Special Educational Needs and Disabilities (SEND) Contribution shall be increased in accordance with any change in the BCIS Regional Factor published from time to time by the application of the formula $A = B \times (C \div D) \times E/100$ where:-
- A is the total amount to be paid;
- B is the principal sum stated in this Deed;
- C is the BCIS Index for the date upon which the interim payment described below is actually paid;
- D is the relevant BCIS figure specified in clause 9.2 above
- E is the BCIS Regional Factor
- C/D = is equal or greater than 1, and
- E/100 = is equal or greater than 1.
- 9.11 Save for those County Contributions to which clause 9.10 applies, the sums payable for each of the County Contributions referred to in clauses 9.3 to 9.9 (inclusive) shall be increased in accordance with any change in the relevant index specified in the applicable clause published from time to time 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 Deed;
- C is the relevant index figure (as specified in the applicable clause from clauses 9.3 to 9.9) for the date upon which the interim payment described below is actually paid;
- D is the relevant index figure specified in the applicable clause from clauses 9.3 to 9.9 above; and
- C/D = is equal or greater than 1.
- 9.12 Where any sum to be paid to the County Council under the terms of this Deed is required to be Index Linked 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 Council or County Council or the payer of the interim payment (as the case may be) once the relevant indices have been finalised.
- 9.13 If prior to the receipt of any Contributions to be paid pursuant to this Deed the Council and/or the County Council incurs any expenditure in providing facilities measures and/or services in relation to matters of the type and description to be funded from any Contribution to be paid pursuant to this Deed the need for which arises from or in anticipation of the Development then the Council and/or the County Council may immediately following receipt of the relevant Contribution deduct from it the expenditure incurred.

- 9.14 Any money payable to the County Council or the 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.

10 Release and Discharge

- 10.1 In respect of the obligations in favour of the Council, the obligations contained in this Deed shall not be binding on nor enforceable against individual owner-occupiers or individual tenants of any Dwellings constructed pursuant to the Planning Permission nor against those deriving title from them provided always that the restrictions on Occupation and the restrictions on use set out in this Deed shall be enforceable against all individual owner-occupiers and individual tenants of Dwellings constructed pursuant to the Planning Permission (and against those deriving title from them).
- 10.2 In respect of the obligations in favour of the County Council, the obligations contained in this Deed shall not be binding on nor enforceable against any individual owner or any individual tenant or individual occupier of a single Dwelling whose sole interest in the Site relates to that single Dwelling save that the restrictions on occupation and use set out in this Deed shall be enforceable against such persons.
- 10.3 The obligations contained in this Deed shall not be binding on nor enforceable against any statutory undertaker with any interest in any part of the Site for the sole purpose of the supply of electricity gas water drainage telecommunication services public transport services or data transmission services.
- 10.4 No person shall be liable for breach of any covenants or obligations in this Deed occurring after the date on which they have parted with their entire interest in the Site PROVIDED THAT they will remain liable for any breach occurring before the date on which they part with such interest.

11 Notices

Any notice notification or application for any approval consent or other authorisation required to be made by the parties under the terms of this Deed is to be made in writing and shall be deemed to be sufficiently served if delivered by hand and signed for or sent by recorded delivery service to the following officer at the addresses specified in this Deed and addressed as follows:

- (a) in relation to the Council to be given or served at the address given in this Deed and addressed to the Solicitor to the Council;
- (b) in relation to the County Council to be given or served at the address given in this Deed and addressed to The Director of Law and Governance, Hertfordshire County Council, Robertson House, Six Hills Way, Stevenage, Hertfordshire, SG1 2FQ; and
- (c) if to the Owner to the address on the first page hereof or such other address notified to the other Parties pursuant to clause 15; and

FOR THE AVOIDANCE OF DOUBT any notice given on behalf of the Council must be given by the Head of Regulatory Services.

12 Dispute Resolution

- 12.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 12.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute (such solicitor acting as an expert) and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.3 Any expert howsoever appointed shall:
- (a) be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight Working Days after the conclusion of any hearing that takes place or twenty-eight Working Days after he has received any file or written representation; and
 - (b) subject to Clause 12.6, act as an expert and not an arbitrator.
- 12.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days.
- 12.5 The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 12.6 The Owner may elect when giving notice under Clause 12.1 or 12.2 for the Expert to act as an arbitrator under the Arbitration Act 1996.
- 12.7 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 clauses 12.1 – 12.6 above.

13 Positive Obligations

- 13.1 Where in this Deed there is any restriction upon the Owner (including but without limitation any restriction on the use of, or the carrying out of any operation in respect of, the Site) the Owner shall pay the relevant sum of money (and, where applicable, undertake such act or ensure such required state of affairs exists) prior to the occurrence of the event that is restricted and any

such sum of money shall be a debt due and owing once the occurrence of the event that is restricted occurs without the sum of money being paid.

13.2 Where in this Deed there is a restriction on:

- (a) Commencement, it shall have effect as an ongoing restriction on any further Commencement in relation to the relevant part of the Development until the relevant covenant is satisfied; and
- (b) Occupation, it shall have effect as an ongoing restriction on any further Occupation in relation to the relevant part of the Development until the relevant covenant is satisfied.

14 **Waiver**

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

15 **Change in Ownership**

The Owner agrees with the Council and County Council to give the Council and County Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site (save for individual Dwellings).

16 **Warranty**

The Owner warrants that no person other than the Owner and the Promoter has any legal or equitable interest in the Site or whose consent is necessary to make the Deed binding on the Site and the Owner and any estates and interests therein.

17 **VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

18 **Section 73**

18.1 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under Section 73 or Section 73B of the 1990 Act (or any re-enactment or replacement thereof) in respect of the conditions in the Planning Permission references in this Deed to the Planning Application and the Planning Permission shall be deemed to include any such subsequent planning application(s) and planning permission(s) granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly provided that:

- (a) the application to the Council refers to and includes this clause 18; and
- (b) the Council does not determine otherwise when granting such permission.

18.2 This Deed shall be endorsed with the following words in respect of any future Section 73 OR Section 73B planning permission:

“The obligations in this Deed relate to and bind the Site in respect of which a new planning permission referenced [] has been granted pursuant to Section 73 OR Section 73B of the Town and Country Planning Act 1990 (as amended).”

18.3 Where any of the obligations in this Deed have already been discharged at the date that any new planning permission is granted under Section 73 or Section 73B of the Act they shall remain discharged for the purposes of the relevant Section 73 planning permission for the purposes of clause 18.1.

18.4 Clause 18.1 shall not fetter the Council's discretion in:

- (a) determining any application(s) under Section 73 or Section 73B of the Act; or
- (b) determining the appropriate nature and/or quantum of Section 106 obligations (including in consultation with the County Council in respect of the County Obligations where the Council intends to notify the Owner for the purposes of clause 18.1) insofar as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 or Section 73B of the Act (whether by way of a new deed or supplemental deed under Section 106A of the 1990 Act).

18.5 Nothing in this clause 18 shall fetter the County Council's discretion in making representations to the Council in relation to a determination by the Council made under Section 73 or Section 73B of the 1990 Act or otherwise whether by way of a new deed or supplemental deed pursuant to Section 106A of the 1990 Act.

19 **Jurisdiction**

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

20 **Mortgagee Consent**

The Promoter hereby consents to the Owner entering into this Deed and agrees that the security of the Charge over the Site shall take effect subject to this Deed PROVIDED THAT the Promoter shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

21 **CIL Regulations**

21.1 If a Court or the Secretary of State (in the Decision Letter) determines that any obligation contained within this Deed is not:

- (a) necessary to make the Development acceptable in planning terms;
- (b) directly related to the Development; and
- (c) fairly and reasonably related in scale and kind to the Development,

as set out in regulation 122 of the CIL Regulations and, therefore, the Secretary of State attaches no weight to that planning obligation in determining the Appeal, then that planning obligation(s) as referred to in the Decision Letter as being incompatible with any one or more of the tests for planning obligations set out in regulation 122 of the CIL Regulations shall, from

the date of the Decision Letter, immediately cease to have effect and no person shall be under any obligation to comply with it.

- 21.2 The release set out in Clause 21.1 shall not affect the remaining obligations within this Deed which shall continue to have full force and effect.

Disputed Contributions

- 21.3 The Owner considers that the Secondary Education Contribution 1 and the Secondary Education Contribution 3 (the “**Disputed Contributions**”) are not:

- (a) necessary to make the Development acceptable in planning terms;
- (b) directly related to the Development; and
- (c) fairly and reasonably related in scale and kind to the Development,

as set out in regulation 122 of the CIL Regulations and, therefore, the Disputed Contributions shall have no legal effect and no person shall be under any obligation to comply with it unless the Secretary of State concludes in the Decision Letter that either the Secondary Education Contribution 1 or Secondary Education Contribution 3 do comply with regulation 122 of the CIL Regulations and attaches weight to the relevant Disputed Contribution in determining the Appeal PROVIDED THAT, for the avoidance of any doubt, if the Secretary of State does not reach any conclusion about the Disputed Contributions in the Decision Letter or expressly states in the Decision Letter that the Disputed Contributions do not comply with regulation 122 of the CIL Regulations, then it shall conclusively be deemed that the Disputed Contributions shall have no legal effect and no person shall be under any obligation to comply with them.

- 21.4 In the event that in determining the Appeal the Secretary of State expressly states in his Decision Letter that the Secondary Education Contribution 1 or Secondary Education Contribution 3 meets the requirements of regulation 122 of the CIL Regulations (as set out at clause 21.1(a) to (c) above), the Secondary Education Contribution 1 or Secondary Education Contribution 3 (as applicable) shall be payable as the Secondary Education Contribution in accordance with paragraph 3 of Schedule 4.

- 21.5 In the event that in determining the Appeal the Secretary of State does not expressly state in his Decision Letter that the Secondary Education Contribution 1 or Secondary Education Contribution 3 meets the requirements of regulation 122 of the CIL Regulations (as set out at clause 21.1(a) to (c) above), or expressly states that the Disputed Contribution does not meet the requirements of the same, the Secondary Education Contribution 2 shall be payable as the Secondary Education Contribution in accordance with paragraph 3 of Schedule 4.

22 Delivery

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

23 Execution

The parties have executed this Deed as a deed and it is delivered on the date set out at the front of this Deed.

Schedule 1 – General covenants

The Owner covenants with the Council and the County Council so as to bind its interests in the Site as follows:

Notices

- 1 Not to do any of the following until it has given the Council and County Council at least 7 Working Days prior notice in writing of each of the following:
 - (a) Commencement of the Development;
 - (b) first Occupation of any part of the Development;
 - (c) Occupation of each Phase;
 - (d) the Provision of 50% of the Affordable Housing Units;
 - (e) Occupation of 25% of each Phase;
 - (f) Occupation of 50% of each Phase;
 - (g) Occupation of 60% of the Market Housing Units;
 - (h) Occupation of 80% of the Market Housing Units;
 - (i) Provision of the final Affordable Housing Unit;
 - (j) Occupation of 50% of the Dwellings;
 - (k) Occupation of the 101st Dwelling;
 - (l) Occupation of the 150th and 151st Dwelling;
 - (m) Occupation of the 300th and 301st Dwelling;
 - (n) Occupation of the 400th and 451st Dwelling; and
 - (o) Occupation of the 450th Dwelling; and
 - (p) The period of 9 months starting on the date on which the County Council receives written notification that the Children's Home has been Practically Completed;
- 2 To give the Council and County Council notice immediately following the occurrence of any of the events referred to in paragraph 1 above.

Schedule 2 – Affordable Housing

The Owner covenants with the Council so as to bind its interest in the Site as follows:

Affordable Housing

- 1.1 To submit the Affordable Housing Scheme for each Phase to the Council for approval prior to Commencement of the relevant Phase.
- 1.2 Not to Commence nor permit the Commencement of a Phase unless and until the Affordable Housing Scheme for that Phase has been approved in writing by the Council.
- 1.3 In accordance with and subject to the provisions of this Schedule 2, to Provide no less than 50% of the Dwellings within each Phase as Affordable Housing in accordance with the approved Affordable Housing Scheme for that Phase unless more than 50% (subject to a cap of 60% in the interests of ensuring that the Affordable Housing is pepper-potted evenly throughout the Site) of the Dwellings in the Phase immediately preceding that Phase are Provided as Affordable Housing in accordance with the approved Affordable Housing Scheme for that Phase in which case less than 50% of the Dwellings in the subsequent Phase may be Provided as Affordable Housing subject to the overarching requirement that no less than 50% of the Dwellings within those two Phases when taken together are Provided as Affordable Housing in accordance with the approved Affordable Housing Schemes for those Phases.
- 1.4 Prior to Commencement of the Affordable Housing Units within a Phase to submit to the Council in writing the identity of any prospective Affordable Housing Provider for that Phase for approval.
- 1.5 Not to Commence the Affordable Housing Units within a Phase until the Council has approved in writing the identity of the Affordable Housing Provider proposed for that Phase in accordance with Paragraph 1.4 above such agreement, approval, consent or expression of satisfaction not to be unreasonably withheld or delayed, PROVIDED that if the Council has failed to respond in writing within 2 months from the date of service of the details of the prospective Affordable Housing Provider in accordance with Paragraph 1.4 of this Schedule the Owner may serve written notice on the Council stating that the details submitted pursuant to Paragraph 1.4 of this Schedule will be deemed to be approved if the Council does not respond in writing within four (4) weeks from the date of service of such notice and if the Council fails to respond in writing within such four (4) week period the details shall be deemed to be approved.
- 1.6 Not to Occupy or permit the Occupation of more than 60% of the Market Housing Units within a Phase until 50% of the Affordable Housing Units within that Phase have been Provided on that Phase (unless otherwise first agreed in writing by the Council).
- 1.7 Not to Occupy or permit the Occupation of more than 75% of the Market Housing Units within a Phase until all of the Affordable Housing Units in that Phase have been Provided on that Phase (unless otherwise first agreed in writing between the parties).
- 1.8 Not to permit the Affordable Housing Units to be used for any purpose other than for the provision of Affordable Housing in perpetuity.
- 1.9 Not to use or permit the use of a Social Rented Housing Unit other than as Social Rented Housing in accordance with this Deed.

- 1.10 Not to use or permit the use of an Affordable Rented Housing Unit other than as Affordable Rented Housing in accordance with this Deed.
- 1.11 Not to use or permit the use of a Shared Ownership Housing Unit other than as Shared Ownership Housing in accordance with this Deed.
- 1.12 Not to Occupy or permit Occupation of the Affordable Housing Units within a Phase until the Affordable Housing Provider has entered into a Nominations Agreement with the Council for that Phase.
- 1.13 Not to Occupy or permit Occupation of the Affordable Housing Units within a Phase other than in accordance with the Nominations Agreement entered into by the Affordable Housing Provider with the Council in respect of that Phase.

Exclusions

- 1.14 From the date of their Practical Completion, the Affordable Housing Units shall not be used other than for Affordable Housing other than by:
 - (a) any person who shall at any time acquire any legal interest in any Affordable Housing Unit pursuant to any statutory right of acquisition from time to time in force and any successors or other persons deriving title from him; and
 - (b) any person who has acquired any Affordable Housing Unit as grantee or assignee of a Shared Ownership Lease and who has purchased a 100% share in the value of that Affordable Housing Unit and any persons deriving title through or under them.
- 1.15 The restrictions on the use and disposal of the Affordable Housing in this Schedule shall not be binding upon a mortgagee in possession or a chargee in possession or a mortgagee or chargee exercising a power of sale (or a receiver (including an administrative receiver) appointed thereby) or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") of an Affordable Housing Provider to which Affordable Housing Units have been transferred or on any person deriving title from such mortgagee, chargee or Receiver PROVIDED THAT (in the case of a disposal by a mortgagee, chargee or Receiver) the following conditions have been satisfied:
 - (a) the mortgagee, chargee or Receiver has first given the Council and the Affordable Housing Provider (as appropriate)
 - (i) written notice of no less than 3 months (the "**Moratorium Period**") of its intention to exercise any power of sale or lease in respect of any Affordable Housing Unit (a "**Chargee's Notice**") PROVIDED THAT such notice shall not be a valid Chargee's Notice unless it is accompanied by a conveyancer's certificate signed and dated by the conveyancer and confirming that, at the date of the Chargee's Notice, the mortgagee, chargee or Receiver giving the Chargee's Notice is entitled to execute a transfer of the relevant interest in the relevant Affordable Housing Units and to grant all rights required to gain access to the relevant Affordable Housing Units from the public highway; and
 - (ii) the opportunity during the whole of the Moratorium Period to secure a transfer of the relevant Affordable Housing Units in order to ensure that it continues to be used for the purposes of Affordable Housing;

- (b) the price for the purchase of the relevant Affordable Housing Units by the Council or an alternate Affordable Housing Provider demanded by the mortgagee, chargee or Receiver does not exceed the market value of the relevant Affordable Housing Units at the date of the transfer on the valuation assumption that it is to be retained in perpetuity as Affordable Housing; and
- (c) the Council or an alternate Affordable Housing Provider has been unable to secure the transfer of the Affected Affordable Dwelling to itself under the terms and in the circumstances described above within the Moratorium Period in accordance with sub-paragraph (a).

2 Affordable Housing Cascade Mechanism

- 2.1 It is agreed by the Council and the Owner that the provisions of paragraph 1 of this Schedule 2 shall be subject to the operation of the provisions of this Affordable Housing Cascade.
- 2.2 In respect of the Affordable Housing Units on a Phase, the Owner shall use Reasonable Endeavours for a period of no less than six (6) months following approval of the relevant Affordable Housing Scheme to enter into an unconditional legally binding contract with an Affordable Housing Provider for the transfer of those Affordable Housing Units on reasonable and standard commercial terms.
- 2.3 If the Owner has been unable to enter into an unconditional contract with an Affordable Housing Provider for the transfer of one or more of the Affordable Housing Units on the relevant Phase by the date of expiry of the six (6) month period referred to in paragraph 2.2 above, the Owner may:
 - (a) notify the Council in writing of the expiry of the six (6) month period;
 - (b) set out in writing the reasons why the Owner has been unable to enter into an unconditional contract for the relevant Affordable Housing Units, supported by details of the steps taken and responses received and appropriate documentary evidence to demonstrate the Owner has used Reasonable Endeavours in accordance with paragraph 2.2 above including details of the Affordable Housing Providers approached, how the relevant Affordable Housing Units were marketed, the price and terms offered, responses and offers received (including any alternative proposals relating to tenure, type, mix or location); and
 - (c) if the reason an unconditional contract has not been entered into is identified as being the Agreed Tenure Mix, submit a revised scheme for the relevant Affordable Housing Units on the relevant Phase, based on changes to the size, type and location only and which shall include only tenure types forming part of the Agreed Tenure Mix (the "**Alternative Affordable Housing Mix**"), to the Council for approval. The Alternative Affordable Housing Mix shall be accompanied with written reasons explaining how the proposed scheme reflects the interest and comments expressed by the Affordable Housing Providers approached to date.
- 2.4 If following consideration of the information provided under paragraph 2.3(b) above, the Council is not satisfied that the Owner has used Reasonable Endeavours in accordance with paragraph 2.2:
 - (a) the Council shall notify the Owner and provide reasons for its decision in writing; and

- (b) the Council may require the Owner in writing to use Reasonable Endeavours to enter into an unconditional legally binding contract for the transfer of the relevant Affordable Housing Units on the relevant Phase for a further period of time having regard to the reasons provided by the Council for its decision, PROVIDED THAT the Council shall not require this period to exceed three (3) months.
- 2.5 If the Owner uses Reasonable Endeavours for a further period pursuant to paragraph 2.4 but is still unable to enter into an unconditional contract with an Affordable Housing Provider to transfer the relevant Affordable Housing Units on the relevant Phase, paragraph 2.3 shall apply with any necessary changes. If following consideration of the information provided, the Council is still not satisfied that the Owner has used Reasonable Endeavours to enter into an unconditional contract for the transfer of the Affordable Housing Units the matter shall be referred to an Expert pursuant to clause 12.
- 2.6 If the Council confirms in writing that an Alternative Affordable Housing Mix submitted to it is not approved and gives written reasons for its refusal, the Owner may submit an amended mix for the relevant Phase to the Council for approval. If that amended mix is not approved by the Council but contains only the same tenure types as those included in the Agreed Tenure Mix the matter shall be referred to an Expert pursuant to clause 12.
- 2.7 If the matters in paragraphs 2.5 and/or 2.6 above are referred to an Expert pursuant to clause 12, such referral shall require that if the Expert determines that:
 - (a) the Owner has not used Reasonable Endeavours in accordance with paragraph 2.4, the Expert shall provide directions to the Owner of the steps necessary to satisfactorily demonstrate use of such Reasonable Endeavours; and/or (as applicable)
 - (b) the Alternative Affordable Housing Mix for the relevant Phase should not be approved

the Expert shall provide directions to the Owner setting out the amendments required to the submitted Alternative Affordable Housing Mix for the relevant Phase to make it acceptable.
- 2.8 If the Owner is directed pursuant to:
 - (a) paragraph 2.7(a) above, the Owner may take the steps prescribed by the Expert and submit documentary evidence of compliance with the directions supported by details of the steps taken for approval to the Council; and/or (as applicable)
 - (b) paragraph 2.7(b) above, the Owner may submit the amended Alternative Affordable Housing Mix for the relevant Phase to the Council in accordance with the directions of the Expert.
- 2.9 If the Council is satisfied that the directions from the Expert have been complied with by the Owner in accordance with paragraph 2.8(a) above, it shall confirm in writing that the Owner has used Reasonable Endeavours to enter into an unconditional contract with an Affordable Housing Provider for the transfer of the relevant Affordable Housing Units on the relevant Phase. If the Council is not satisfied that the directions have been complied with the matter may be referred to the Expert again as necessary pursuant to clause 12.
- 2.10 If the Owner submits an amended Alternative Affordable Housing Mix to the Council pursuant to paragraph 2.8(b) above which accords with the directions of the Expert the Council shall promptly and in writing approve the Alternative Affordable Housing Mix for the relevant Phase.

If the Council does not approve the Alternative Affordable Housing Mix the matter may be referred to the Expert again as necessary pursuant to clause 12.

2.11 If an Alternative Affordable Housing Mix is submitted and the Council or an Expert (as applicable, in each case) notifies the Owner in writing that:

- (a) it is satisfied that the Owner has used Reasonable Endeavours to enter into an unconditional contract with an Affordable Housing Provider for the transfer of the relevant Affordable Housing Units on the relevant Phase but has been unable to do so; and
- (b) an Alternative Affordable Housing Mix for the relevant Phase is approved,

the Owner shall use Reasonable Endeavours for a period of three (3) months to enter into an unconditional legally binding contract for the transfer of the Affordable Housing Units on the relevant Phase on reasonable commercial terms and in accordance with the provisions of this Schedule and the approved Alternative Affordable Housing Mix for the relevant Phase.

2.12 If the Owner has been unable to enter into an unconditional contract with an Affordable Housing Provider for the transfer of one or more of the Affordable Housing Units in accordance with the provisions of this Schedule and the approved Alternative Affordable Housing Mix for the relevant Phase by the expiry of the three (3) month period referred to in paragraph 2.11 above, the Owner may:

- (a) notify the Council in writing of the expiry of the three (3) month period;
- (b) set out in writing the reasons why the Owner has been unable to enter into an unconditional contract for the relevant Affordable Housing Units, supported by details of the steps taken and responses received and appropriate documentary evidence to demonstrate the Owner has used Reasonable Endeavours in accordance with paragraph 2.11 above including details of the Affordable Housing Providers approached, how the relevant Affordable Housing Units were marketed, the price and terms offered, responses and offers received (including any alternative proposals relating to Alternative Affordable Housing Mix);
- (c) submit a revised scheme of Affordable Housing for the relevant Affordable Housing Units (a "**Revised Affordable Housing Scheme**") to the Council for approval, together with written reasons explaining how the proposed scheme reflects the interest and comments expressed by the Affordable Housing Providers approached to date; and
- (d) the provisions of paragraphs 2.4 to 2.11 shall apply afresh, with any necessary changes to reflect the fact that the Owner is no longer restricted to the same tenure types identified in the Agreed Tenure Mix for the Revised Affordable Housing Scheme.

2.13 If:

- (a) the Council or an Expert (as applicable, in each case) notifies the Owner in writing that it is satisfied that the Owner has used Reasonable Endeavours to enter into an unconditional contract with an Affordable Housing Provider for the transfer of the relevant Affordable Housing Units on the relevant Phase but has been unable to do so, and the reason an unconditional contract has not been entered into is not identified as being the Agreed Tenure Mix or approved Alternative Affordable Housing Mix for the

relevant Phase but is instead due to there being a lack of Affordable Housing Provider;
or

- (b) the Owner has been unable to enter into an unconditional contract with an Affordable Housing Provider for the transfer of the relevant Affordable Housing Units on the relevant Phase by the date of expiry of the three (3) month period despite having used Reasonable Endeavours to do so in connection with the approved Revised Affordable Housing Scheme on the relevant Phase,

the Owner may elect in writing to provide the relevant Affordable Housing Units on the relevant Phase as Discount Market Units in accordance with the provisions of paragraph 3 below and shall submit an updated Revised Affordable Housing Scheme to reflect this for the Council's approval.

Discount Market Units

- 3 If Discount Market Units are approved by the Council as part of the approved Revised Affordable Housing Scheme pursuant to the Affordable Housing Cascade Mechanism above then the following provisions shall apply in relation to such Discount Market Units and the Owner shall:
 - 3.1 not market for sale nor Commence the Affordable Housing Units within the relevant Revised Affordable Housing Scheme until it has agreed in writing with the Council the Discount Market Price for the relevant Discount Market Units or the matter has been referred to an Expert and determined pursuant to clause 12;
 - 3.2 not sell or permit the sale of a Discount Market Unit for a price which exceeds the Discount Market Price as agreed or determined pursuant to paragraph 3.1 above;
 - 3.3 advertise the Discount Market Units only through and in accordance with a marketing scheme first approved in writing by the Council;
 - 3.4 not advertise any Discount Market Unit for sale unless and until the marketing scheme referred to at 3.3 above has been approved in writing by the Council; and
 - 3.5 shall place the following restriction (or such alternative wording as shall be proposed by the Owner and approved by the Council) on the title to the Discount Market Unit upon the initial and each subsequent sale of a Discount Market Unit: *"No transfer or lease of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 3 of Schedule 2 of the Section 106 Agreement dated [●] 2026 related to land at Little Green Lane, Croxley Green, Hertfordshire and made between Rousebarn Investment Company Limited, the Richborough Estate Partnership LLP, Three Rivers District Council and Hertfordshire County Council have been complied with or that such provisions no longer apply".*

Schedule 3 – Council Contributions

The Owner covenants to the Council as follows:

1 Biodiversity Gain Land Monitoring Contribution

- 1.1 To pay the Biodiversity Gain Land Monitoring Contribution to the Council prior to the date of Commencement.
- 1.2 Not to Commence nor permit Commencement until the Biodiversity Gain Land Monitoring Contribution has been paid in accordance with paragraph 1.1 of this Schedule.

2 Affordable Housing Monitoring Fee

- 2.1 To pay the Affordable Housing Monitoring Fee to the Council prior to the Commencement Date.
- 2.2 Not to Commence nor permit Commencement until the Affordable Housing Monitoring Fee has been paid in accordance with paragraph 2.1 of this Schedule.

3 Community Building

- 3.1 To prepare and submit to the Council for approval the Community Building Specification for the Community Building prior to first Occupation.
- 3.2 Not to Occupy or permit Occupation of the first Dwelling until the Community Building Specification has been approved by the Council.
- 3.3 Not to submit an application for Reserved Matters Approval that includes the Community Building unless it accords with the Community Building Specification approved by the Council.
- 3.4 To pay to the Council the Community Building Monitoring Contribution and construct and Practically Complete on the Site the Community Building in accordance with the relevant Reserved Matters Approval for the Community Building prior to Occupation of more than 150 Dwellings.
- 3.5 Not to Occupy or permit Occupation of more than 150 Dwellings until the Community Building Monitoring Contribution has been paid and the Community Building has been Practically Completed in accordance with paragraph 3.4 of this Schedule.
- 3.6 If the Council gives written notice to the Owner (as part of its approval of the Community Building Specification under paragraph 3.1 of this Schedule) that the approved Community Building Specification does not suitably adhere to the Community Building Outline Parameters, to pay the Community Building Contribution to the Council prior to the Occupation of 150 Dwellings.
- 3.7 Subject to the written notice having been given under paragraph **Error! Reference source not found.** of this Schedule, not to Occupy or permit Occupation of more than the 150 Dwellings until the Community Building Contribution has been paid to the Council.

4 Sports Contribution

- 4.1 To pay the first 25% of the Sports Contribution and the entire Sports Monitoring Contribution to the Council prior to Occupation of the Development.

- 4.2 Not to Occupy or permit Occupation unless and until 25% of the Sports Contribution and the entire Sports Monitoring Contribution has been paid to the Council.
- 4.3 To pay 50% of the Sports Contribution to the Council prior to Occupation of the 150th Dwelling.
- 4.4 Not to Occupy or permit Occupation of more than 150 Dwellings unless and until 50% of the Sports Contribution has been paid to the Council.
- 4.5 To pay 75% of the Sports Contribution to the Council prior to Occupation of the 300th Dwelling.
- 4.6 Not to Occupy or permit Occupation of more than 300 Dwellings until 75% of the Sports Contribution has been paid to the Council.
- 4.7 To pay the remaining 25% of the Sports Contribution to the Council prior to Occupation of the 450th Dwelling.
- 4.8 Not to Occupy or permit Occupation of more than 450 Dwellings until the remaining 25% of the Sports Contribution has been paid to the Council.

5 Mental Health Contribution

- 5.1 It is agreed by the Parties that the Mental Health Contribution shall be paid by the Owner in a series of payments calculated on a pro rata basis in respect of each Reserved Matters Approval in accordance with this paragraph. The amount of the Mental Health Contribution attributable to and payable for each Reserved Matters Approval shall be calculated as £338.92 (Index Linked) multiplied by the number of Dwellings consented pursuant to the relevant Reserved Matters Approval.
- 5.2 To pay the first 50% of the Mental Health Contribution attributable to a Reserved Matters Approval to the Council prior to first Occupation of 10% of the Dwellings in the relevant Reserved Matters Area.
- 5.3 Not to Occupy or permit Occupation of 10% of the Dwellings in a Reserved Matters Area unless and until the first 50% of the amount of Mental Health Contribution attributable to the relevant Reserved Matters Approval has been paid to the Council in accordance with paragraph 5.2 of this Schedule.
- 5.4 To pay the final 50% of the Mental Health Contribution attributable to a Reserved Matters Approval to the Council prior to Occupation of 20% of the Dwellings in the relevant Reserved Matters Area.
- 5.5 Not to Occupy or permit Occupation of 20% of the Dwellings in a Reserved Matters Area until the final 50% of the amount of the Mental Health Contribution attributable to the relevant Reserved Matters Approval has been paid to the Council in accordance with paragraph 5.4 of this Schedule

6 Community Healthcare Contribution

- 6.1 The Community Healthcare Contribution shall be payable on a pro rata basis in respect of each Reserved Matters Approval in accordance with this paragraph. The amount of the Community Healthcare Contribution attributable to a Reserved Matters Approval shall be calculated as £352.68 (Index Linked) multiplied by the number of Dwellings consented pursuant to the relevant Reserved Matters Approval.

- 6.2 To pay the first 50% of the amount of the Community Healthcare Contribution attributable to the relevant Reserved Matters Area to the Council prior to Occupation of 10% of the Dwellings consented pursuant to the relevant Reserved Matters Approval within that Reserved Matters Area.
- 6.3 Not to Occupy or permit Occupation of 10% of the Dwellings consented pursuant to the relevant Reserved Matters Approval until the first 50% of the amount of the Community Healthcare Contribution attributable to the relevant Reserved Matters Approval has been paid to the Council in accordance with paragraph 6.2 of this Schedule.
- 6.4 To pay the final 50% of the amount of the Community Healthcare Contribution attributable to the relevant Reserved Matters Approval to the Council prior to Occupation of 20% of the Dwellings consented pursuant to the relevant Reserved Matters Approval.
- 6.5 Not to Occupy or permit Occupation of 20% of the Dwellings consented pursuant to the relevant Reserved Matters Approval until the final 50% of the amount of the Community Healthcare Contribution attributable to the relevant Reserved Matters Approval has been paid to the Council in accordance with paragraph 6.4 of this Schedule.

7 Cycling Contribution

- 7.1 To pay the Cycling Contribution to the Council prior to Occupation of 50% of the Dwellings;
- 7.2 Not to Occupy or cause or permit Occupation of more than 50% of the Dwellings unless and until the Cycling Contribution has been paid to the Council in full in accordance with paragraph 7.1 of this Schedule;

8 Country Park and Woodland Management and Monitoring Fee

- 8.1 To pay the Country Park and Woodland Management and Monitoring Fee to the Council prior to the Commencement Date.
- 8.2 Not to Commence nor permit Commencement until the Country Park and Woodland Management and Monitoring Fee has been paid to the Council in accordance with paragraph 8.1 of this Schedule.

9 Step Free Access Contribution

- 9.1 To pay the first 25% of the Step Free Access Contribution to the Council prior to Occupation;
- 9.2 Not to Occupy or permit Occupation unless and until 25% of the Step Free Access Contribution has been paid to the Council in accordance with paragraph 9.1 above;
- 9.3 To pay the second 25% of the Step Free Access Contribution to the Council prior to Occupation of the 151st Dwelling;
- 9.4 Not to Occupy or permit Occupation of more than 150 Dwellings unless and until 50% of the Step Free Access Contribution has been paid to the Council in accordance with paragraph 9.3 above;
- 9.5 To pay the third 25% of the Step Free Access Contribution to the Council prior to Occupation of the 301st Dwelling;

- 9.6 Not to Occupy or permit Occupation of more than 300 Dwellings until 75% of the Step Free Access Contribution has been paid to the Council in accordance with paragraph 9.5 above;
- 9.7 To pay the remaining 25% of the Step Free Access Contribution to the Council prior to Occupation of the 451st Dwelling; and
- 9.8 Not to Occupy or permit Occupation of more than 450 Dwellings until 100% of the Step Free Access Contribution has been paid to the Council in accordance with paragraph 9.7 above.

Schedule 4 – County Contributions

The Owner covenants with the County Council so as to bind its interest in the Site as follows:

1 County Reserved Matters Mix Notice

- 1.1 The Owner shall serve a County Reserved Matters Mix Notice for each Phase containing Dwellings on the County Council prior to each Reserved Matters Application.
- 1.2 Following each Reserved Matters Approval and receipt by the County Council of the relevant County Reserved Matters Mix Notice for each Reserved Matters Approval, the County Council shall serve the County Reserved Matters Mix Contribution Notice on the Owner setting out revised contribution levels to be paid for the County (Formula) Contributions in accordance with Table 2 set out at paragraph 6 of this Schedule.
- 1.3 The Owner shall not Commence or cause or permit Commencement of a Phase containing Dwellings unless and until the County Council has received the County Reserved Matters Mix Notice in accordance with paragraph 1.1 of this Schedule and the County Council has served the County Reserved Matters Mix Contribution Notice on the Owner in accordance with paragraph 1.2 of this Schedule.

2 County Contributions

- 2.1 To pay the County (Formula) Contributions as identified within each County Reserved Matters Mix Contribution Notice and the associated County Council Monitoring Contribution in respect of each Phase to the County Council in the following instalments in respect of each Phase containing Dwellings:
 - 2.1.1 Prior to Occupation of the relevant Phase to pay the first 25% of the County (Formula) Contributions and County Council Monitoring Contribution payable pursuant to the County Reserved Matters Mix Contribution Notice for that Phase;
 - 2.1.2 Prior to Occupation of 25% of the Dwellings within the relevant Phase to pay a further 25% of the County (Formula) Contributions and the associated County Council Monitoring Contribution payable pursuant to the County Reserved Matters Mix Contribution Notice for that Phase;
 - 2.1.3 Prior to Occupation of 50% of the Dwellings within the relevant Phase to pay the final 50% of the County (Formula) Contributions and the associated County Council Monitoring Contribution payable pursuant to the County Reserved Matters Mix Contribution Notice for that Phase;
- 2.2 Not to:
 - 2.2.1 Occupy a Phase containing Dwellings until 25% of the County (Formula) Contributions and the associated County Council Monitoring Contribution payable pursuant to the County Reserved Matters Mix Contribution Notice for that Phase has been paid to the County Council in accordance with paragraph 2.1.1 of this Schedule;
 - 2.2.2 Occupy 25% of the Dwellings within a Phase containing Dwellings until 50% of the County (Formula) Contributions and the associated County Council Monitoring Contribution payable pursuant to the County Reserved Matters Mix Contribution Notice for that Phase has been paid to the County Council in accordance with paragraph 2.1.2 of this Schedule;

- 2.2.3 Occupy 50% of the Dwellings within a Phase containing Dwellings until 100% of the County (Formula) Contributions and the associated County Council Monitoring Contribution payable pursuant to the County Reserved Matters Mix Contribution Notice for that Phase has been paid to the County Council in accordance with paragraph 2.1.3 of this Schedule.

3 Education Contributions

- 3.1 To pay the first 25% of the Primary Education Contribution and Secondary Education Contribution to the County Council prior to Occupation of the Development.
- 3.2 Not to Occupy or cause or permit Occupation of the Development unless and until 25% of the Primary Education Contribution and Secondary Education Contribution has been paid to the County Council in accordance with paragraph 3.1 above;
- 3.3 To pay a further 25% of the Primary Education Contribution and Secondary Education Contribution to the County Council prior to Occupation of 25% of the Dwellings;
- 3.4 Not to Occupy or cause or permit Occupation of more than 25% of the Dwellings unless and until 50% of the Primary Education Contribution and Secondary Education Contribution has been paid to the County Council in accordance with paragraph 3.3 above;
- 3.5 To pay the remaining 50% of the Primary Education Contribution and Secondary Education Contribution to the County Council prior to Occupation of 50% of the Dwellings;
- 3.6 Not to Occupy or cause or permit Occupation of more than 50% of the Dwellings unless and until 100% of the Primary Education Contribution and Secondary Education Contribution has been paid to the County Council in accordance with paragraph 3.5 above;

4 Highway Contributions

The Owner covenants with the County Council:

- 4.1 In respect of the Bus Service Contribution:
- 4.1.1 To pay 20% (twenty percent) of the Bus Service Contribution to the County Council prior to first Occupation of the Development;
- 4.1.2 Not to Occupy or cause or permit Occupation of the Development unless and until the first 20% (twenty percent) of the Bus Service Contribution has been paid to the County Council in accordance with paragraph 4.1.1 of this Schedule;
- 4.1.3 To pay the second 20% (twenty percent) of the Bus Service Contribution to the County Council on the first anniversary of Occupation of the Development;
- 4.1.4 To pay the third 20% (twenty percent) of the Bus Service Contribution to the County Council on the second anniversary of Occupation of the Development;
- 4.1.5 To pay the fourth 20% (twenty percent) of the Bus Service Contribution to the County Council on the third anniversary of Occupation of the Development;
- 4.1.6 On the fourth anniversary of Occupation of the Development and in any event prior to Occupation of 450 Dwellings to pay the remaining 20% (twenty percent) of the Bus Service Contribution to the County Council;

- 4.1.7 Not to Occupy or cause or permit Occupation of more than 450 Dwellings unless and until the Bus Service Contribution has been paid in full to the County Council in accordance with paragraphs 4.1.1-4.1.6 of this Schedule;
- 4.2 To pay the Rousebarn Lane Contribution and Travel Plan Evaluation Fee to the County Council prior to Occupation of the Development;
- 4.3 Not to Occupy or cause or permit Occupation of the Development unless and until the Rousebarn Lane Contribution and Travel Plan Evaluation Fee have been paid to the County Council in full;
- 4.4 In respect of the Travel Voucher Contribution:
 - 4.4.1 To pay the first 25% of the Travel Voucher Contribution to the County Council prior to Occupation;
 - 4.4.2 Not to Occupy or permit Occupation unless and until 25% of the Travel Voucher Contribution has been paid to the County Council in accordance with paragraph 4.4.1 of this Schedule;
 - 4.4.3 To pay the second 25% of the Travel Voucher Contribution to the County Council prior to Occupation of the 51st Dwelling;
 - 4.4.4 Not to Occupy or permit Occupation of more than 50 Dwellings unless and until 50% of the Travel Voucher Contribution has been paid to the County Council in accordance with paragraph 4.4.3 of this Schedule;
 - 4.4.5 To pay the third 25% of the Travel Voucher Contribution to the County Council prior to Occupation of the 101st Dwelling;
 - 4.4.6 Not to Occupy or permit Occupation of more than 100 Dwellings until 75% of the Travel Voucher Contribution has been paid to the County Council in accordance with paragraph 4.4.5 of this Schedule;
 - 4.4.7 To pay the remaining 25% of the Travel Voucher Contribution to the County Council prior to Occupation of the 151st Dwelling; and
 - 4.4.8 Not to Occupy or permit Occupation of more than 150 Dwellings until 100% of the Travel Voucher Contribution has been paid to the County Council in accordance with paragraph 4.4.7 of this Schedule;
- 4.5 To pay the LCWIP Contribution to the County Council prior to Occupation of 50% of the Dwellings;
- 4.6 Not to Occupy or cause or permit Occupation of more than 50% of the Dwellings unless and until the LCWIP Contribution has been paid to the County Council in full;
- 4.7 In respect of the Sustainable Transport Strand 2 Contribution:
 - 4.7.1 To pay the first 25% (twenty five percent) of the Sustainable Transport Strand 2 Contribution to the County Council prior to Occupation of the Development;
 - 4.7.2 Not to Occupy or permit Occupation unless and until 25% of the Sustainable Transport Strand 2 Contribution has been paid to the County Council in accordance with paragraph 4.7.1 of this Schedule;

- 4.7.3 To pay the second 25% of the Sustainable Transport Strand 2 Contribution to the County Council prior to Occupation of the 151st Dwelling;
- 4.7.4 Not to Occupy or permit Occupation of more than 150 Dwellings unless and until 50% of the Sustainable Transport Strand 2 Contribution has been paid to the County Council in accordance with paragraph 4.7.3 of this Schedule;
- 4.7.5 To pay the third 25% of the Sustainable Transport Strand 2 Contribution to the County Council prior to Occupation of the 301st Dwelling;
- 4.7.6 Not to Occupy or permit Occupation of more than 300 Dwellings until 75% of the Sustainable Transport Strand 2 Contribution has been paid to the County Council in accordance with paragraph 4.7.5 of this Schedule;
- 4.7.7 To pay the remaining 25% of the Sustainable Transport Strand 2 Contribution to the County Council prior to Occupation of the 451st Dwelling; and
- 4.7.8 Not to Occupy or permit Occupation of more than 450 Dwellings until 100% of the Sustainable Transport Strand 2 Contribution has been paid to the County Council in accordance with paragraph 4.7.7 of this Schedule.

5. County Council Monitoring Contribution

- 5.1 To pay the County Council Monitoring Contribution applicable to the Primary Education Contribution, Secondary Education Contribution, Sustainable Transport Strand 1 Contribution and the Sustainable Transport Strand 2 Contribution prior to Commencement of Development.
- 5.2 Not to Commence or cause or permit Commencement until the County Council Monitoring Contribution has been paid to the County Council in accordance with paragraph 5.1 above.

6 Table 2

Schedule 2			Bedrooms			
Service	Type	Tenure	1	2	3	≥4
SEND Primary and Secondary Education	Flat	NA	£669	£669	£669	£669
SEND Primary and Secondary Education	House	NA	£1,949	£1,949	£1,949	£1,949

The tenure terms set out in the tables reflect the terminology used with the submitted Application. Should alternative definition/types of tenure of units be applicable in the future (e.g. at such time that Reserved Matters applications are submitted and/or as reflected in updated Hertfordshire County Council guidance) then they should be characterised and included as follows:

* Tenure characteristics similar to open market dwellings and dwellings provided for sale that offers a route to ownership for those who could not achieve home ownership through the market (or other tenures which display these types of characteristics)

** Tenure characteristics of 100% rented, reflecting needs assessed dwellings for which the rent is set below local market rents (or other tenures which display these types of characteristics)

			Bedrooms			
Service	Type	Tenure	1	2	3	≥4
Waste Management Transfer Station	Flat	Affordable Rent and/or Social Rent**	£55.24	£109.58	£147.09	£122.71
Waste Management Transfer Station	Flat	Open Market and/or Shared Ownership*	£64.76	£91.37	£119.25	£140.25
Waste Management Transfer Station	House	Affordable Rent and/or Social Rent**	£56.76	£101.89	£142.45	£196.86
Waste Management Transfer Station	House	Open Market and/or Shared Ownership*	£68.46	£88.78	£116.25	£141.63

The tenure terms set out in the tables reflect the terminology used with the submitted Application. Should alternative definitions/types of tenure of units be applicable in the future (e.g. at such time that Reserved Matters applications are submitted and/or as reflected in updated Hertfordshire County Council guidance) then they should be characterised and included as follows:

* Tenure characteristics similar to open market dwellings and dwellings provided for sale that offers a route to ownership for those who could not achieve home ownership through the market (or other tenures which display these types of characteristics)

** Tenure characteristics of 100% rented, reflecting needs assessed dwellings for which the rent is set below local market rents (or other tenures which display these types of characteristics)

Schedule 5 – Medical Centre

The Owner covenants with the Council:

- 1 Prior to Commencement to serve written notice on the NHS ICB (copied to the Council) requesting that the NHS ICB confirm in writing within three (3) months of receipt of such notice (the "**NHS ICB Response Period**") whether or not it requires the Medical Centre to be constructed and whether or not it intends to take a transfer of the Medical Centre Land (the "**Medical Centre Notice**").
- 2 Not to Commence nor permit Commencement until the Medical Centre Notice has been served on the NHS ICB in accordance with paragraph 1 of this Schedule and a copy of the Medical Centre Notice has been provided to the Council.
- 3 If the NHS ICB fails to respond in writing to the Medical Centre Notice within the NHS ICB Response Period, the Owner shall serve written notice on the NHS ICB (copied to the Council) notifying them that the NHS ICB shall be deemed to have confirmed that it does not require the Medical Centre to be constructed and does not intend to take a transfer of the Medical Centre if the NHS ICB does not confirm in writing to the Owner (copying the Council) otherwise within three (3) months of the date of the written notice issued under this paragraph by the Owner (the "**NHS ICB Final Response Period**").
- 4 If at any time before the build contract for the Medical Centre has been entered into the NHS ICB confirms in writing (or is deemed to have confirmed pursuant to paragraph 3 above) that it does not require the Medical Centre to be constructed, the Owner shall provide written notice to the Council confirming the same and the obligations in paragraphs 6 to 14 of this Schedule (to the extent that they remain to be satisfied) and the obligation to pay the Medical Centre Fit Out Contribution pursuant to paragraph 12 of this Schedule shall cease to have effect and the Owner shall:
 - 4.1 be entitled to use the Medical Centre Land for any purpose permitted by the Planning Permission or any subsequent planning permission;
 - 4.2 pay the Medical Centre Contribution to the Council prior to Occupation of the 251st Dwelling (or such other time as may be agreed in writing between the Owner and the Council); and
 - 4.3 not Occupy or permit Occupation of more than 250 Dwellings (or such other time as agreed in writing by the Council in accordance with paragraph 4.2 of this Schedule) until the Medical Centre Contribution approved by the Council has been paid in full.
- 5 If the NHS ICB confirms in writing within the NHS ICB Response Period or the NHS ICB Final Response Period that it requires the Medical Centre to be constructed and intends to take a disposal of the Medical Centre Land (the "**NHS ICB Confirmation**"), the Owner shall provide a copy of the NHS ICB Confirmation to the Council within ten (10) Working Days of receipt and shall comply with the obligations in paragraphs 6 to 16 of this Schedule.
- 6 Following receipt of the NHS ICB Confirmation, the Owner shall use reasonable endeavours to agree with the NHS ICB the design of the Medical Centre (the "**Medical Centre Design**") and shall submit a Reserved Matters Application in respect of the Medical Centre Land in accordance with the Medical Centre Design prior to the 150th Occupation of the Development (or such later date as may be agreed in writing between the Owner and the Council).

- 7 Where the NHS ICB Confirmation has been received, not to Occupy or permit Occupation of the 150th Dwelling until a Reserved Matters Application in respect of the Medical Centre Land has been submitted in accordance with paragraph 6 of this Schedule.
- 8 Where the NHS ICB Confirmation has been received, to submit to the Council for approval the Medical Centre Specification prior to Occupation of the Development.
- 9 Where the NHS ICB Confirmation has been received, not to Occupy or permit Occupation of the Development until the Medical Centre Specification has been submitted to the Council for approval.
- 10 Where the NHS ICB Confirmation has been received to construct the Medical Centre to Shell and Core Condition in accordance with the approved Medical Centre Specification prior to Occupation of the 250th Dwelling or such other time as may be agreed in writing between the Owner and the Council.
- 11 Where the NHS ICB Confirmation has been received not to Occupy or permit Occupation of more than 250 Dwellings (or such other time as agreed in writing by the Council in accordance with paragraph 10 of this Schedule) until:
 - 11.1 the Medical Centre has been constructed:
 - (a) in accordance with the approved Medical Centre Specification; and
 - (b) to Shell and Core Condition; and
 - 11.2 the Council has been notified in writing of (a) and (b).
- 12 Where the NHS ICB Confirmation has been received and provided that the NHS ICB has not confirmed that it no longer wishes to be granted the Medical Centre Lease (in which case the obligation to pay the Medical Centre Fit Out Contribution shall cease to have effect), to pay the Medical Centre Fit Out Contribution to the Council prior to Occupation of 450 Dwellings and not to Occupy or permit Occupation of 450 Dwellings until the Medical Centre Fit Out Contribution has been paid to the Council;
- 13 Where the NHS ICB Confirmation has been received, to offer a leasehold interest in the Medical Centre of a term of no less than 999 years (the "**Medical Centre Lease**") to the NHS ICB for nil consideration within 20 Working Days of paragraphs 10 and 11 of this Schedule having been complied with and to provide a copy of that offer made to the NHS ICB to the Council.
- 14 To Reserve the Medical Centre Land for a period of 5 (five) years (the "**Reservation Period**") following the construction of the Medical Centre to Shell and Core Condition in accordance with the approved Medical Centre Specification and compliance with paragraphs 10 and 11 of this Schedule during which the NHS ICB may serve notice on the Owner to confirm that it accepts the offer made by the Owner pursuant to paragraph 13 above, in which case paragraph 16 below shall apply.
- 15 In the event that the NHS ICB serves notice on the Owner during the Reservation Period to confirm that it no longer wishes to accept a disposal of the Medical Centre Land or serves no notice confirming either that it does or does not wish accept the Owner's offer made pursuant to paragraph 13 above, the obligations in this Schedule shall determine absolutely and for the avoidance of doubt the Owner shall be free to use the land previously forming the Medical Centre Land for any purpose subject to first obtaining planning permission for such

development (if so required) PROVIDED THAT all documentation provided by the NHS ICB confirming that it does not wish or has not expressed a wish to take a transfer of the Medical Centre Land has first been provided to the Council and the Council has confirmed its receipt in writing.

- 16 In the event that the NHS ICB confirms that it (or its nominee) wishes to be granted the Medical Centre Lease offered by the Owner pursuant to paragraph 13 above (the "**NHS ICB Lease Confirmation**") to provide a copy of the NHS ICB Lease Confirmation to the Council and grant the Medical Centre Lease to the NHS ICB (or its nominee) subject to the following terms:
- (a) a covenant not to use or permit the Medical Centre to be used for any purpose other than as a public medical centre or for other associated NHS medical services; and
 - (b) an obligation on the NHS ICB (or their nominee) to surrender the Medical Centre Lease in the event that no public medical centre (or other associated NHS medical services) is operational and in use at the Medical Centre within 5 (five) years of grant of the Medical Centre Lease to the NHS ICB or its nominee and for the avoidance of doubt following such surrender, the obligations within this Schedule shall determine absolutely and for the avoidance of doubt the Owner shall be free to develop the land previously forming the Medical Centre Land for any purpose subject to first obtaining planning permission for such development (if so required).

Schedule 6 – Country Park Open Space and Woodland

Part 1 — Managed Land Works

The Owner covenants with the Council:

- 1 To carry out and complete the Managed Land Works relevant to each Phase prior to Occupation of 50% of the Dwellings within that Phase unless otherwise first agreed in writing by the Council.
- 2 Not to Occupy or permit Occupation of more than 50% of the Dwellings within a Phase until the Managed Land Works relevant to that Phase have been completed unless otherwise first agreed in writing by the Council.
- 3 To carry out and complete all Managed Land Works in full prior to Occupation of the 300th Dwelling.
- 4 Not to Occupy or permit Occupation of more than 300 Dwellings until all the Managed Land Works are complete and the Council has issued a Certification of Managed Land Works (as defined in paragraph 6 below) in respect of the Managed Land Works within every Phase.
- 5 To give written notice to the Council upon completion of the Managed Land Works within a Phase (a "**Managed Land Completion Notice**") and thereafter invite the Council in writing to inspect the Managed Land Works within that Phase. Following such invitation the Council will as soon as reasonably practicable or in any event within 20 Working Days of receipt of a Managed Land Completion Notice carry out an inspection of the Managed Land Works within the relevant Phase to determine whether or not the Managed Land Works in that Phase have been laid out in accordance with the Managed Land Plan to the Council's reasonable satisfaction.
- 6 If following an inspection pursuant to paragraph 5 the Council is satisfied that the Managed Land Works in the relevant Phase have been satisfactorily completed in accordance with the Managed Land Plan and the Managed Land in the relevant Phase is safe for public use the Council shall as soon as reasonably practicable and in any event within 15 Working Days of the inspection issue a certificate ("**Certification of Managed Land Works**") to the Owner confirming the same.
- 7 If following any inspection pursuant to paragraph 5 the Council is not satisfied (acting reasonably) that the Managed Land Works within a Phase have been laid out in accordance with the Managed Land Plan to an acceptable standard the Council shall issue a notice to the Owner confirming the same within 15 Working Days of the inspection and provide details of the work required to reach an acceptable standard ("**Managed Land Defects Notice**") and the Owner will complete the works specified in that Managed Land Defects Notice as soon as reasonably practicable and no later than 14 weeks from receipt of the Managed Land Defects Notice or such other period as agreed in writing with the Council and thereafter invite the Council to re-inspect the Managed Land Works in the relevant Phase.
- 8 To repeat the procedure set out in paragraphs 5 to 7 inclusive until such time as the Council issues a Certification of Managed Land Works in respect of the Managed Land Works within the relevant Phase.
- 9 In the event that the Council fails to carry out an inspection within twenty (20) Working Days of receipt of the Managed Land Completion Notice pursuant to paragraph 5 of this Schedule, or

having carried out such inspection fails to issue either a Certification of Managed Land Works pursuant to paragraph 6 or a Managed Land Defects Notice pursuant to paragraph 7 within 15 Working Days, the Council shall be deemed to have issued a Certification of Managed Land Works for the relevant Phase on the date that is 15 Working Days after the date of the relevant period subject to the Owner having given the Council at least 10 Working Days' notice of the existence of this deeming provision if the Council does not respond within requisite period.

Part 2 — Transfer and Management of the Managed Land

The Owner covenants with the Council:

- 10 To prepare and submit for Council approval the proposed amount of the Commuted Sum prior to first Occupation of any Dwellings.
- 11 Not to Occupy or permit Occupation of any Dwellings until the amount of the Commuted Sum has been approved by the Council.
- 12 Following the Council's issue of a Certification of Managed Land Works the Owner may elect to arrange the management and maintenance of the Managed Land (or any part thereof) within a Phase In Perpetuity (or, where agreed in writing with the Council, such part or parts thereof as the parties agree) by either:
 - (a) effecting an Approved Body Transfer of the Managed Land within that Phase; or
 - (b) establishing (or procuring the establishment of) a Management Company to manage the Managed Land within that Phase

and the Owner shall notify the Council in writing of its election prior to first Occupation of any Dwellings within the relevant Phase.

- 13 For the avoidance of doubt, the Owner may make different elections in respect of different parts of the Managed Land within a Phase (including electing to effect an Approved Body Transfer in respect of the Woodland and/or the Country Park Land and/or the Open Space and/or to establish the Management Company for all of the Managed Land or in respect of any parts not transferred to an Approved Body) where agreed with the Council (acting reasonably).

Transfer to an Approved Body

- 14 In the event the Owner elects to effect an Approved Body Transfer in respect of the Managed Land (or any part thereof) within a given Phase it shall complete the relevant transfer on the Managed Land Disposal Terms prior to Occupation of 75% of the Dwellings within the said Phase and shall pay to the relevant Approved Body, simultaneous with transfer, the Commuted Sum (or the relevant part thereof based on the proportion of the Managed Land subject to the transfer) and give the Council not less than 20 Working Days' written notice of:
 - (a) the intended date of the relevant Approved Body Transfer;
 - (b) the identity of the relevant Approved Body;
 - (c) a copy of the relevant Approved Body Transfer (including a plan which shows the extent of the land which is the subject of the transfer); and

- (d) the Commuted Sum (or the relevant proportion thereof) that will be paid to the relevant Approved Body simultaneously with completion of the relevant Approved Body Transfer.
- 15 Not to Occupy or permit Occupation of more than 75% of the Dwellings within the relevant Phase until the relevant Approved Body Transfer has been completed on the Managed Land Disposal Terms and the Commuted Sum (or the relevant part thereof based on the proportion of the Managed Land subject to the transfer) has been paid to the relevant Approved Body and the Council has been given not less than 20 Working Days' written notice of the matters specified in paragraph 14 above.
- 16 The period for effecting the Approved Body Transfer under paragraph 14 above may be extended by agreement between the Owner and the relevant Approved Body or the Owner and the Council if required.
- 17 The Owner shall provide written notice to the Council (including evidence) within 7 Working Days of any Approved Body Transfer and payment of the Commuted Sum (or the relevant proportion thereof) having taken place.
- 18 The maintenance obligations under Part 3 of this Schedule shall not transfer from the Owner to the Approved Body or Management Company (as the case may be) in respect of any part of the Managed Land unless and until:
 - (a) the relevant part of the Managed Land has been transferred to the relevant Approved Body (being the date of completion of the transfer and not the date of registration at HM Land Registry) and the Commuted Sum (or the relevant proportion thereof) has been paid; or
 - (b) the relevant Management Company Commencement Date has occurred in respect of that part of the Managed Land;

and, in either case, the relevant part of the Managed Land has been made available for use by the public In Perpetuity.

Management Company

- 19 Where the Owner has elected to establish a Management Company to own manage and maintain the Managed Land (or any part thereof) within a Phase, the Owner shall:
 - (a) as soon as reasonably practicable establish (or procure the establishment of) one or more Management Companies (where different Management Companies are to be responsible for different parts of the Managed Land within the relevant Phase, as agreed between the Owner and the Council);
 - (b) as soon as reasonably practicable notify the Council of the incorporation details and registered address of each Management Company within 20 Working Days of its establishment;
 - (c) prior to Occupation of the first Dwelling within the relevant Phase to notify the Council whether the Owner intends to fund the relevant Management Company (in whole or in part) with an Estate Service Charge, an endowment or a combination of the two (2);

- (d) complete the transfer of the relevant Managed Land to the relevant Management Company on the Managed Land Disposal Terms and in accordance with paragraphs 20 to 23 below prior to Occupation of 75% of the Dwellings within the said Phase; and
 - (e) not Occupy or permit Occupation of more than 75% of the Dwellings within the relevant Phase until the relevant Managed Land has been transferred to the Management Company on the Managed Land Disposal Terms and in accordance with paragraphs 20 to 23 below.
- 20 To procure that each Management Company has in place, prior to the relevant Management Company Commencement Date, sufficient and secure funding (whether by way of the Estate Service Charge, endowment or a combination of the two (2)) as may be agreed in writing with the Council) to meet the anticipated costs of managing and maintaining the relevant part of the Managed Land In Perpetuity in accordance with the Managed Land Plan, which for the avoidance of doubt shall not require funding to exceed what would be the proportionate part of the Commuted Sum approved under paragraph 10 of this Schedule for the relevant Managed Land.
- 21 Where the Managed Land (or part thereof) within a Phase is to be transferred to a Management Company and the Owner intends to fund the Management Company (in whole or in part) with an Estate Service Charge the Owner shall:
- (a) procure that any transfer of the freehold or grant of a long leasehold interest in a Dwelling within the relevant Phase contains a title restriction including the obligation to pay an Estate Service Charge;
 - (b) notify the Council of the initial quantum of the relevant Estate Service Charge and such other details as may be reasonably required by the Council to understand the process undertaken and the matters taken into account in setting the Estate Service Charge prior to Occupation of the first Dwelling within the relevant Phase and not to Occupy or permit Occupation of the first Dwelling within the relevant Phase until the same has been done; and
 - (c) procure that the Estate Service Charge shall be:
 - (i) a fair and proportionate charge for the relevant Dwelling; and
 - (ii) set and maintained at a sum that is no more than the sum considered reasonable and sufficient together with any endowment to provide income to cover the estimated costs of managing and maintaining the Managed Land within the relevant Phase In Perpetuity as set out in the Managed Land Plan (which for the avoidance of doubt shall not require total funding to exceed what would be the proportionate part of the Commuted Sum approved under paragraph 10 of this Schedule for the relevant Managed Land).
- 22 To give the Council not less than 20 Working Days' written notice of:
- (a) the intended date of any transfer of the relevant Managed Land within the relevant Phase to a Management Company; and
 - (b) confirmation that the requirements in paragraphs 20 to 21 have been satisfied, including evidence of the same

and seek written approval from the Council of the proposed transfer of the relevant Managed Land within the relevant Phase to the Management Company.

- 23 Not to transfer the Managed Land (or any part thereof) within the Relevant Phase to the Management Company unless the transfer is on the Managed Land Disposal Terms and the Council has provided its written approval in accordance with paragraph 22.
- 24 To provide written notice to the Council within 7 Working Days of each Management Company Commencement Date.
- 25 Upon any Management Company Commencement Date the relevant Management Company shall become responsible for the maintenance and management of the relevant part of the Managed Land In Perpetuity in accordance with the Managed Land Plan.
- 26 Notwithstanding the Owner's election pursuant to paragraph 12 of this Schedule, the Owner may at any time with the Council's prior written consent (not to be unreasonably withheld or delayed), complete an Approved Body Transfer of the Managed Land (or any part thereof) to the relevant Approved Body instead of transferring the same Managed Land to the Management Company in accordance with paragraphs 19 to 23 of this Schedule.

Site-wide transfer triggers

- 27 Either to have:
 - (a) effected an Approved Body Transfer and paid the Commuted Sum; and/or
 - (b) effected a transfer to a Management Company in accordance with paragraphs 19 to 23 (as the case may be)in respect of all of the Managed Land prior to Occupation of the 450th Dwelling.
- 28 Not to Occupy or permit Occupation of more than 450 Dwellings prior to either:
 - (a) an Approved Body Transfer being effected and the relevant proportion of the Commuted Sum being paid; or
 - (b) a transfer to a Management Company (as the case may be) being effected in accordance with paragraphs 19 to 23in respect of all of the Managed Land.

Part 3– Maintenance of the Managed Land

- 29 The Owner of the Managed Land (or relevant part thereof) which from the relevant Approved Body Transfer Completion Date will be the relevant Approved Body or in the case of a Management Company Commencement Date will be the Management Company covenants that:
 - 29.1 the Managed Land (or relevant part thereof) shall be used, managed and maintained In Perpetuity at its own expense in accordance with the terms of this Deed and the Managed Land Plan;

- 29.2 the Managed Land (or relevant part thereof) shall be open to the public with free and unrestricted access at all times subject to the following:
- (a) access may be restricted temporarily where it is necessary to facilitate the safe, effective and efficient maintenance of the Managed Land (or relevant part thereof) in accordance with the approved Managed Land Plan;
 - (b) all or part of the relevant Managed Land may be closed where required as a result of health and safety, construction or maintenance works, government mandated closure or such other reasonable purpose and the Council has been provided with written notice of the intended closure at least five (5) Working Days in advance or within three (3) Working Days after such closure in the event of an emergency. Any written notice provided under this sub-paragraph shall provide the reason for the closure, the location of the closed area of the Managed Land and the estimated time that it will remain closed;
- 29.3 it shall not carry out any development on the Managed Land (or relevant part thereof) or use the same for any purpose that conflicts with its primary use under the Managed Land Plan (i.e. as Open Space, a Country Park and Woodland) but this does not preclude any ancillary uses that do not require further permission or which may be approved by the Council (e.g. any community, environmental, health and education events and activities that serve the betterment of the community) pursuant to any planning permission;
- 29.4 it shall submit to the Council annually from the relevant Approved Body Transfer Completion Date or the relevant Management Company Commencement Date (as the case may be) a Managed Land Monitoring Report for the relevant Managed Land. The Council acknowledges and accepts that this may result in multiple Managed Land Monitoring Reports being submitted where the same Management Company or Approved Body does not own all of the Managed Land;
- 29.5 each year it shall pay the Managed Land Monitoring Fee to the Council simultaneously with the submission of the Managed Land Monitoring Report. The parties acknowledge and accept that this may result in multiple Managed Land Monitoring Fees being paid to the Council each year where the same Management Company or Approved Body does not own all of the Managed Land;
- 29.6 it shall put in place all appropriate public liability insurance for its part of the Managed Land and ensure it is renewed annually;
- 30 The Owner of the Managed Land (or relevant part thereof) and the Council agree that:
- 30.1 the Council shall as soon as reasonably practicable, and in any event within 15 Working Days of receipt of any Managed Land Monitoring Report confirm, acting reasonably, whether they approve the relevant Managed Land Monitoring Report or require any remedial measures to be undertaken in advance of approving the relevant Managed Land Monitoring Report;
 - 30.2 if the Council responds within the time period specified in paragraph 30.1 of this Schedule that they do not approve the relevant Managed Land Monitoring Report and provides reasons for the same then the Council and the relevant Approved Body or the relevant Management Company, as applicable, shall, acting reasonably, seek to agree the remedial actions and programme for completion that the relevant Approved Body or the relevant Management Company need to carry out to restore compliance with the Managed Land Plan; and

- 30.3 in the event that the Council and the Owner or the relevant Approved Body or the relevant Management Company, as applicable, both acting reasonably cannot agree the remedial actions (inclusive of any ongoing management or maintenance of such measures) and/or programme following discussions pursuant to paragraph 30.2 above, then either Party may refer the matter to the Expert in accordance with the dispute resolution provisions in clause 12 of this Deed.

Part 4– Remedial Works

The Owner of the Managed Land (or relevant part thereof) and the Council agree that:

- 31 In the event of a material failure by the relevant Approved Body or the relevant Management Company, as the case may be, to maintain the relevant part of the Managed Land for which it is responsible in accordance with the Managed Land Plan, the Council may serve on the relevant Approved Body or the relevant Management Company, as the case may be, a Default Notice specifying the nature of the failure.
- 32 Where the relevant Approved Body or the relevant Management Company, as the case may be, disputes the validity or contents of the Default Notice, it shall notify and provide particulars of such dispute to the Council within ten (10) Working Days of receipt of the Default Notice.
- 33 If the Council fails to respond to a notification by the relevant Approved Body or the relevant Management Company, as applicable under paragraph 32 above within twenty (20) Working Days of receipt of the notification the relevant Approved Body or the relevant Management Company, as applicable, shall be entitled to refer the matter to the Expert to be determined in accordance with the procedure set out in clause 12.
- 34 Within 28 Working Days from the latest of:
- (a) receipt of the Default Notice by the relevant Approved Body or the relevant Management Company, as the case may be;
 - (b) the Council's response to a notification made under paragraph 32 above; or
 - (c) the upholding of the Default Notice by the Expert
- the relevant Approved Body or the relevant Management Company, as applicable, and the Council shall use reasonable endeavours to agree the scope of the Remedial Works required to remedy the failure specified within the Default Notice, the programme of works and the timescale PROVIDED THAT the date for completion of the Remedial Works shall be no less than three months from the date that the scope of the Remedial Works is agreed and PROVIDED FURTHER THAT where the Remedial Works are of a seasonal nature, the programme of works and the timescale shall commence from the first day of the appropriate season.
- 35 If following the 28 Working-Day period referred to in paragraph 34 of this Schedule, the relevant Approved Body or the relevant Management Company, as applicable, and the Council have not agreed the matters specified in paragraph 34, either party may refer the matter to the Expert to be determined in accordance with the procedure set out in clause 12.
- 36 If the relevant Approved Body or the relevant Management Company, as the case may be, fails to complete the Remedial Works in accordance with the details agreed pursuant to paragraph 34 or determined pursuant to paragraph 35 of this Schedule the Council, after providing the

relevant Approved Body or the relevant Management Company (as the case may be) with 20 Working Days' written notice, shall be entitled to:

- (a) enter upon such parts of the Managed Land as is reasonably necessary in order to complete the Remedial Works; and
- (b) recover from the relevant Approved Body or the relevant Management Company, as the case may be, expenditure reasonably incurred in carrying out the Remedial Works, and making good to a reasonable satisfaction any damage caused in the exercise of its rights.

Schedule 7 – Biodiversity Net Gain

Biodiversity Net Gain

The Owner covenants with the Council so as to bind its interest in the Site as follows:

1. **Habitat Creation and Enhancement Works**
 - 1.1 To commence the Habitat Creation and Enhancement Works relevant to each Phase in accordance with the approved Habitat Management and Monitoring Plan for that Phase no later than six (6) months following the Commencement Date of that Phase.
 - 1.2 To carry out and complete the Habitat Creation and Enhancement Works for each Phase in accordance with the approved Habitat Management and Monitoring Plan for that Phase.
 - 1.3 To notify the Council within ten (10) Working Days of having complied with the obligation under paragraph 1.2 of this Schedule 7.
 - 1.4 Not to Occupy more than 75% of the Dwellings on a Phase until the Council has inspected and confirmed (acting reasonably) that the Owner has satisfactorily discharged its obligation under paragraph 1.2 of this Schedule 7 (the "**Phase BNG Completion Date**").
 - 1.5 To carry out and complete all Habitat Creation and Enhancement Works at the Site in accordance with the relevant Habitat Management and Monitoring Plan prior to Occupation of the 451st Dwelling.
 - 1.6 Not to Occupy or permit Occupation of more than 450 Dwellings until all Habitat Creation and Enhancement Works at the Site have been carried out and completed in accordance with the relevant Habitat Management and Monitoring Plan.
 - 1.7 To maintain and monitor the Habitat Creation and Enhancement Works for each Phase for 30 years from the respective Phase BNG Completion Date for that Phase in accordance with the respective approved Habitat Management and Monitoring Plan for that Phase.

Schedule 8 – Self-Build and Custom-Build

The Owner covenants with the Council:

- 1 to submit a Self-Build / Custom Build Plots Plan to the Council prior to or concurrently with the submission of the first Reserved Matters Application, such plan to identify indicatively the number and distribution of Self-Build / Custom Build Plots to be contained within each Reserved Matters Area so as to achieve the Self-Build / Custom Build Quantum; and
- 2 not to Commence any Reserved Matters Area until the Self-Build/Custom Build Plots Plan has been approved by the Council.
- 3 In respect of each Reserved Matters Area which, pursuant to the approved Self-Build/Custom Build Plots Plan, is to contain Self-Build/Custom Build Plots, the Owner covenants with the Council:
 - (a) not to commence construction of any Dwellings in the relevant Reserved Matters Area until a Phase Specific Self-Build/Custom Build Plots Scheme for that Reserved Matters Area has been submitted to and approved by the Council, such scheme to include marketing details, identification of the location and distribution of Self-Build/Custom Build Plots in that Reserved Matters Area and to comply with the approved Self-Build/Custom Build Plots Plan;
 - (b) to make each Self-Build/Custom Build Plot within the relevant Reserved Matters Area available for disposal in accordance with the relevant approved Phase Specific Self-Build/Custom Build Plots Scheme; and
 - (c) to ensure that each Self-Build/Custom Build Plot is fully serviced to its boundary either at the time of disposal or in accordance with a programme agreed in writing with the purchaser of that plot.
- 4 The Owner and the Council agree that if a Self-Build/Custom Build Plot has been identified and made available for disposal on the open market in accordance with the relevant approved Phase Specific Self-Build/Custom Build Plots Scheme for a continuous period of twelve (12) months, and during such period the Owner has been unable to dispose of the plot at market value and on terms acceptable to the Owner (acting reasonably):
 - (a) the Owner may, on providing such written evidence to the reasonable satisfaction of the Council, dispose of the said Self-Build/Custom Build Plot as Market Housing Units, and:
 - (b) the provisions of this Schedule shall cease to apply to the said Self-Build/Custom Build Plot(s); and
 - (c) the Self-Build / Custom Build Quantum and the number of Self-Build/Custom Build Plots to be provided in accordance with the approved Phase Specific Self-Build/Custom Build Plots Scheme and the approved Self-Build/Custom Build Plots Plan shall be reduced accordingly.
- 5 The Owner and the Council agree that the Self-Build / Custom Build Quantum, the Self-Build/Custom Build Plots Plan and any Phase Specific Self-Build/Custom Build Plots Scheme may be updated from time to time by agreement between the Owner and the Council (each acting reasonably) to take account of, inter alia, any change to the total number of Dwellings comprised within the Development.

Schedule 9 – Primary School Land Transfer

The Owner covenants with the County Council so as to bind its interest in the Site as follows:

- 1 Unless the context otherwise requires, in this Schedule the following words and expressions shall have the following meanings:

"Alternative Primary School Land" means a site to be located within the Development in the event that the Primary School Land has been found to be unacceptable in accordance with this Schedule;

"Licence" means a licence or licences granted by the Owner to the County Council to access the Primary School Land in such form as the parties shall agree acting reasonably;

"Primary School" means the new 1 FE primary school to be constructed and opened on the Primary School Land with potential expansion for 2FE;

"Primary School Area of Search" means that part of the Site coloured brown and light brown and titled 'Proposed one form entry primary school' and 'School expansion land' on Plan 3 and measuring not less than 2.00 hectares (4.942 acres), meeting the Primary School Land Specification capable of accommodating the Primary School identified to be transferred pursuant to paragraph 2 of this Schedule in accordance with the relevant Approved Primary School Land Specification;

"Primary School Form of Transfer" means the transfer appended at Appendix 5 to this Deed;

"Primary School Land" means the boundary of the Primary School within the Primary School Area of Search or the Alternative Primary School Land;

"Primary School Land Specification" means the specification for the Primary School to be approved by the County Council in writing in accordance with this Schedule and which confirms that the Primary School Land is capable of accommodating the Primary School and ensures that the Primary School Land complies with the Hertfordshire County Council Land Specification: Education (School Sites) contained at Appendix 3 of this Deed and the term **"Approved Primary School Land Specification"** shall be construed accordingly to refer to the Primary School Land Specification approved pursuant to this Schedule;

"School Opening Date" means the date on which the Primary School first opens for the admission and education of pupils;

"Servicing Works" means those works set out within the Hertfordshire school site servicing specification, a copy of which is attached at Appendix 4 or such other updated specification for the servicing of the Primary School Land as may be agreed between the parties acting reasonably;

"Servicing Works Compliance Fee" means the costs reasonably and properly incurred up to the sum of £9,000 (nine thousand pounds) (Index Linked) payable as a contribution towards the County Council's professional costs of technical review of all works completed by the Owner to comply with the Primary School Land Specification and Servicing Works including ensuring all warranties in respect of this Schedule.

"Transfer" means a legal transfer of the unencumbered freehold interest in the Primary School Land unencumbered save for the encumbrances noted on HM Land Registry title registers to the Site at the date of the Transfer and those noted in the transfer for the consideration of £1 (one pound) and in substantially the same form as the Primary School Form of Transfer, together but subject always to such amendments as may be agreed in writing between the parties to the transfer.

2. **Provision of the Primary School Land**

- 2.1 The Owner covenants with the County Council:
- 2.1.1 to submit to the County Council for its approval the proposed boundary of the Primary School Land to be located within the Primary School Area of Search and the Primary School Land Specification prior to submission of the first Reserved Matters Application;
 - 2.1.2 not to submit any Reserved Matters Application unless and until the exact location and boundary of the Primary School Land and the Primary School Land Specification have been agreed with the County Council in writing.
- 2.2 The County Council shall provide written confirmation within 2 (two) months of receipt of the Primary School Land Specification pursuant to paragraph 2.1.1 as to the acceptability or otherwise of the Primary School Land and Primary School Land Specification.
- 2.3 Should the Primary School Land and/or the Primary School Land Specification be found unacceptable within 2 (two) months of the same being notified by the County Council to the Owner then (or such longer timeframe as agreed with the County Council) the Owner will provide to the County Council details in writing of the Alternative Primary School Land to be transferred to the County Council in accordance with the provisions of this Schedule and an updated Primary School Land Specification.
- 2.4 The Owner further covenants with the County Council not to Commence Development until the Primary School Land and Primary School Land Specification has been submitted to and approved in writing by the County Council in accordance with this Schedule.

Servicing Works

- 2.5 To complete the Servicing Works in relation to the Primary School Land and pay to the County Council the Servicing Works Compliance Fee prior to (unless otherwise approved by the County Council in writing) the earlier of:
- (a) transfer of the Primary School Land; and
 - (b) Occupation of 175 (one hundred and seventy-five) Dwellings.
- 2.6 To serve no less than 6 (six) months prior written notice on the County Council of the intended date for completion of the Servicing Works in respect of the Primary School Land.
- 2.7 To serve written notice on the County Council no later than 5 (five) Working Days following completion of the Servicing Works in respect of the Primary School Land, such notice to contain confirmation that the Servicing Works Compliance Fee has been paid and to include the relevant technical specifications and plans allowing the County Council to confirm (within 20 Working Days of receipt) that the Servicing Works have been completed to the reasonable satisfaction of the County Council in respect of the Primary School Land.
- 2.8 Not to Occupy nor permit Occupation of more than 250 (two hundred and fifty) Dwellings and not to Transfer the Primary School Land until it has completed the Servicing Works in relation to the Primary School Land unless such other timescale is approved in writing by the County Council, in which case that timescale shall apply in respect of paragraphs 2.5 to 2.7 above.

3. Land Transfer

- 3.1 The Owner covenants with the County Council:

- 3.1.1 to execute and deliver to the County Council a Transfer substantially in accordance with the Primary School Form of Transfer within 3 (three) months of the County Council having confirmed that the Servicing Works have been completed to its reasonable satisfaction and not to Occupy nor permit Occupation of more than 250 (two hundred and fifty) Dwellings until it has executed and delivered to the County Council a transfer substantially in accordance with the Primary School Form of Transfer (unless such other timescale is approved in writing by the County Council);
- 3.1.2 to provide the following to the County Council:
- (a) the Owner's written authority to the County Council to complete such Transfer by dating it and for the County Council to apply to HM Land Registry for registration as proprietor of the Primary School Land;
 - (b) the certificates required to comply with any restriction on the title to the Primary School Land enabling the Transfer to be registered with HM Land Registry; and
 - (c) confirmation whether the Owner has elected to charge VAT;
- 3.1.3 not to Occupy more than 250 (two hundred and fifty) Dwellings (unless such other timescale is otherwise approved in writing by the County Council) until the Servicing Works have been completed and the Primary School Land has been transferred to the County Council in accordance with this Schedule.
- 3.2 From the date of Commencement the Owner shall:
- 3.2.1 not deposit on the Primary School Land any materials that would prejudice the development of the Primary School Land for its intended use and/or prevent the Primary School Land meeting the requirements within the Approved Primary School Land Specification; and
- 3.2.2 keep the Primary School Land secure from any unlawful occupation; and,
- 3.2.3 not allow cause or permit the Primary School Land to be used for any purpose other than undertaking the Servicing Works and any works needed to ensure that the site meets the Approved Primary School Land Specification.
- 3.3 The Owner covenants with the County Council to grant a Licence to the County Council to allow the County Council or its agents access to the Site for the purposes of accessing the Primary School Land at any time from the date of this Deed by appointment in order to carry out surveys and/or investigations and/or studies with or without equipment or apparatus on each occasion following service by the County Council of 10 (ten) Working Days' prior written notice of its intention to access the Primary School Land and subject to any reasonable restrictions imposed by the Owner.

4. Primary School works

The County Council covenants with the Owner as follows:

- 4.1 To serve no less than 6 (six) months' prior written notice on the Owner and the Council of the intended date on which construction works to build the Primary School will commence;

- 4.2 To serve written notice on the Owner and the Council no later than 7 (seven) calendar days following commencement of works to construct the Primary School confirming the date on which such works commenced;
- 4.3 To serve no less than 6 (six) months prior written notice on the Owner and the Council of the School Opening Date.
- 4.4 In the event that the County Council has not commenced construction of the Primary School within ten (10) years of Occupation of 250 Dwellings, the Owner may serve written notice on the County Council requiring the County Council to transfer the Primary School Land back to the Owner for the consideration of £1 (one pound) and the County Council shall complete such re-transfer within six (6) months of receipt of such notice. The County Council shall transfer the Primary School Land to the Owner with full title guarantee free from encumbrances and any matters arising from the acts or omissions of the County Council save for any encumbrances subsisting at the date of the Transfer. Upon completion of such re-transfer, the obligations contained in this Schedule shall cease to have effect and the Owner shall be entitled to use the Primary School Land for any purpose permitted by the Planning Permission or any subsequent planning permission. For the avoidance of doubt, the Owner's right to serve notice pursuant to this paragraph shall not arise where the County Council has commenced construction of the Primary School prior to the expiry of the said ten (10) year period.

5. **Costs**

For the avoidance of doubt the Owner agrees to pay the reasonably and properly incurred legal and professional costs of the County Council in relation to negotiation and completion of the Transfer of the Primary School Land and its registration at HM Land Registry.

Schedule 10 – Children's Home

1. Unless the context otherwise requires, in this Schedule the following words and expressions shall have the following meanings:

"Children's Home" means the 5 (five) bedroom children's home for children's social care and supported living to be constructed and delivered on the Suitable Location as part of the Development (such location to be confirmed in the Approved Children's Home Specification) and is capable of accommodating up to 4 (four) looked after children;

"Children's Home Specification" means the detailed design and specification, the proposed Suitable Location, details of the Children's Home and timetable for delivery of the Children's Home to be approved by the County Council in writing in accordance with this Schedule and the term Approved Children's Home Specification shall be construed accordingly to refer to the Children's Home Specification approved pursuant to this Schedule;

"Children's Home Transfer" means the transfer of the Children's Home to the County Council on the Children's Home Transfer Terms and in a form of transfer to be agreed between the County Council and Owner (acting reasonably);

"Children's Home Transfer Period" means the period of nine (9) months starting on the date when the County Council receives written notification that the Children's Home has been Practically Completed (or such longer period as may be agreed in writing between the Owner and the County Council);

"Children's Home Transfer Terms" means the following terms:

- (a) for consideration of £1 (one pound);
- (b) free from any outstanding liabilities (financial or otherwise) and encumbrances;
- (c) in a Serviced Condition;
- (d) with all relevant guarantees and warranties (such as but not exclusively NHBC, boiler and windows);
- (e) subject always to strict observance of the safeguarding requirements of the County Council, a reservation of all rights of access and passage of Services and rights of entry (with the prior approval in writing of the County Council) that are reasonably necessary for the benefit of the remainder of the Owner's land; and
- (f) an obligation on the County Council (as the proposed transferee) (or any third party provider appointed by the County Council) to manage and maintain the Children's Home in accordance with the restrictions set out in this Schedule (for the avoidance of doubt this does not preclude the County Council from leasing the Children's Home to or appointing a provider to provide the services within the Children's Home).

"Property Build Specification" means the June 2026 CLA Property Build Specification attached at Appendix 1 to this Deed or as otherwise agreed with the County Council in writing;

"Services" means gas, electricity, fuel, oil water, surface and foul drainage, telecommunications, air, smoke, light, information or any other matter or service from time to time including all other similar services that is properly intended to pass through or into Service Media;

"Service Media" means drains, sewers, channels, water, gas and electric conduits, mains pipes, wires and cables, gutters, watercourses, fibre or laser optical fibres, electronic data or impulse transmission communication or reception systems or other service media of whatever nature and shall include sumps, balancing ponds, pumping and sub-stations and other facilities, plant and equipment ancillary to any such Service Media necessary for the passage of Services;

"Suitable Location" means a location proposed by the Owner and approved by the County Council in its sole discretion as part of the Children's Home Specification and which is consistent with the parameters set out within the CLA Site Location Requirement a copy of which is attached at Appendix 2 to this Deed;

2. Delivery of the Children's Home

The Owner covenants with the County Council so as to bind the Site as follows:

- 2.1 to submit the Children's Home Specification to the County Council for its written approval prior to Occupation of more than 60% of the Dwellings;
- 2.2 not to Occupy or cause or permit Occupation of more than 60% of the Dwellings until the Children's Home Specification (including the Suitable Location) has been approved by the County Council in writing;
- 2.3 to notify the County Council in writing on Commencement of development of the Children's Home and not to Commence development of the Children's Home until such notice has been provided to the County Council;
- 2.4 prior to Occupation of more than 85% (eighty five percent) of the Dwellings on the Development to Practically Complete the Children's Home to a Serviced Condition in accordance with the Planning Permission, all related Reserved Matters Approvals, the Property Build Specification and the Approved Children's Home Specification; and
- 2.5 not to Occupy nor permit Occupation of more than 85% (eighty five percent) of the Dwellings on the Development unless and until the Children's Home has been Practically Completed to a Serviced Condition in accordance with the Planning Permission, all related Reserved Matters Approvals, the Approved Children's Home Specification and the Property Build Specification.

3. Transfer of the Children's Home

The Owner covenants with the County Council so as to bind the Site as follows:

- 3.1 During the Children's Home Transfer Period to:
 - 3.1.1 provide to the County Council and its appointed surveyors reasonable access to inspect the Children's Home for any defects and guarantees and warranties; and
 - 3.1.2 to remedy to the County Council's satisfaction any material defects which are notified to the Owner by the County Council within 20 Working Days of the County Council's inspection pursuant to paragraph 3.1.1 of this Schedule prior to the Children's Home Transfer; and
- 3.2 Where the County Council confirms that it intends to take the Children's Home Transfer in accordance with paragraph 3.4, to use reasonable endeavours to enter into the Children's

Home Transfer with the County Council on the Children's Home Transfer Terms as soon as reasonably practicable following Practical Completion of the Children's Home.

- 3.3 Not to Occupy more than 95% of the Dwellings until the Children's Home Transfer has been completed in accordance with this Schedule subject to the provisions of paragraphs 3.4 and 3.5 of this Schedule.
- 3.4 Within three (3) months of the date of Practical Completion of the Children's Home, the County Council shall confirm in writing to the Owner whether it intends to complete the Children's Home Transfer.
- 3.5 Where the County Council confirms that it does not intend to complete the Children's Home Transfer, the obligations contained in this Schedule (including without limitation the restriction on Occupation at paragraph 3.3 above) shall cease to have effect and the Owner shall be entitled to use the Children's Home for any purpose permitted by the Planning Permission or any subsequent planning permission.

IN WITNESS WHEREOF this Deed has been executed as a deed by the parties on the date stated at the beginning of this Deed

The Common Seal of
THREE RIVERS DISTRICT COUNCIL
was duly affixed to this Deed
in the presence of:

Authorised Officer:

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

.....

Authorised Signatory

EXECUTED as a deed by

ROUSEBARN INVESTMENT COMPANY LIMITED

acting by, a director

Director signature:

in the presence of:

Witness signature:

Witness name:

Witness address:

.....

.....

Executed as a deed by **THE RICHBOROUGH
ESTATES PARTNERSHIP LLP** acting by

duly authorised by Richborough Estates Group
Limited to sign on its behalf as member of **THE**
RICHBOROUGH ESTATES PARTNERSHIP Signature of person authorised to sign for
LLP in the presence of: corporate member (on behalf of member)

Signature of Witness:

Name of Witness:

Occupation of Witness:

Address of Witness:

.....

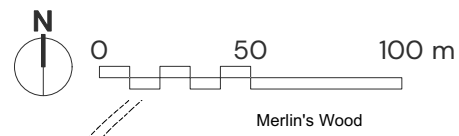
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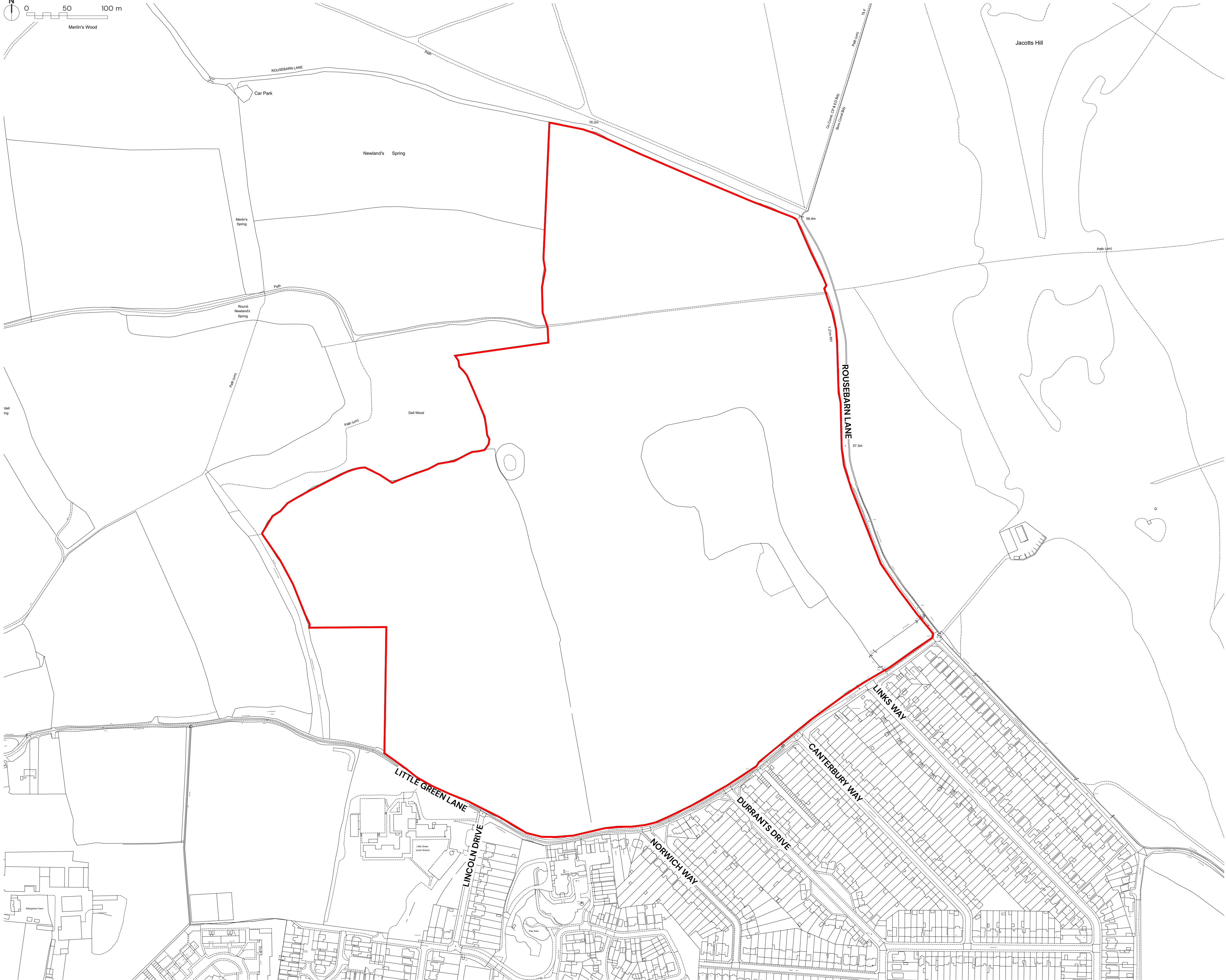
Plan 1 – The Site

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KEY

SITE LOCATION
40.69 HECTARES / 100.55 ACRES



Rev B: Update key, SB (16.12.24)
Rev A: Update key, MC (24.08.24)
First issue: SA (10.08.24)

Expertly Done.

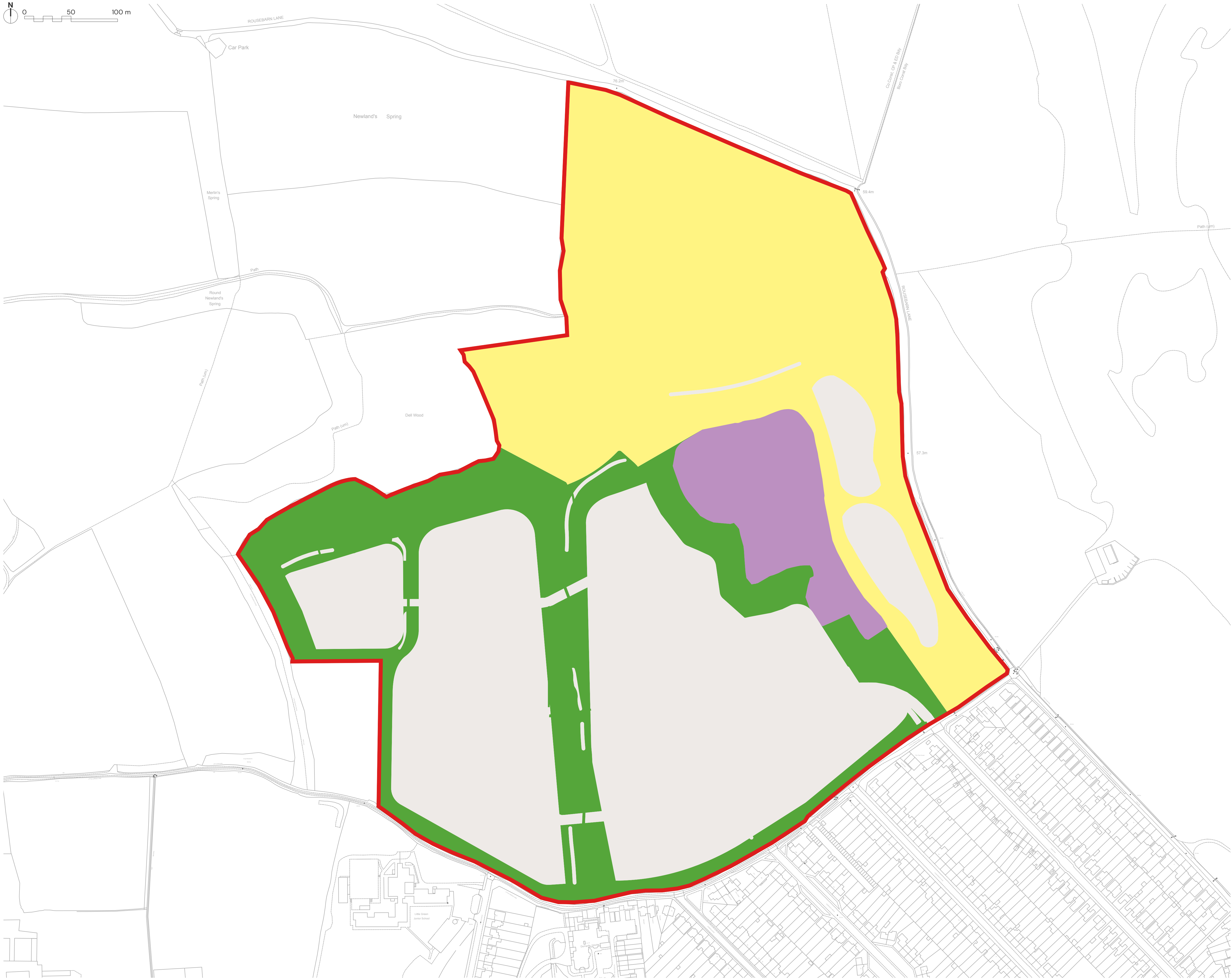
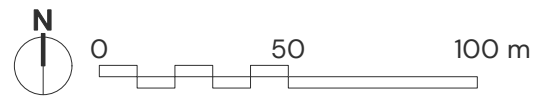
DESIGN | ECONOMICS | ENVIRONMENT | HERITAGE | LAND & PROPERTY | PLANNING | TRANSPORT & INFRASTRUCTURE

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CROXLEY GREEN – SITE LOCATION PLAN



Plan 2 – The Managed Land

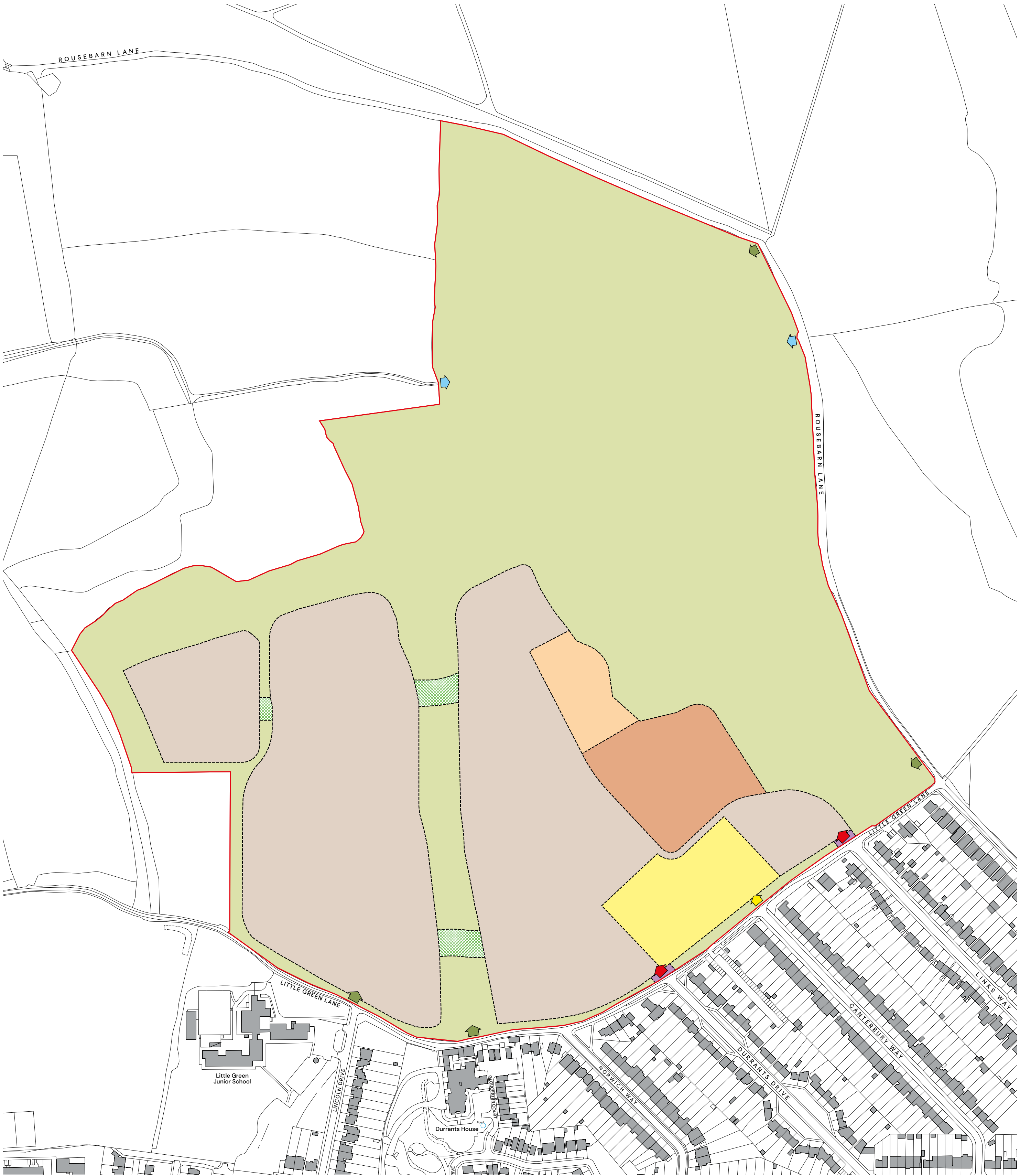


KEY	
	Site Location 40.68 hectares/ 100.53 acres
	Excluded Land 16.72 hectares/ 41.32 acres
	Other Managed Open Space 7.62 hectares/ 18.83 acres
	Country Park 13.85 hectares/ 34.21 acres
	Woodland/ Ancient Woodland Management Land 2.49 hectares/ 6.17 acres

CROXLEY GREEN – MANAGED LAND DELINEATION PLAN



Plan 3 – Parameter Plan



LEGEND

Site boundary

LAND USE PARAMETERS

Indicative area of land required for the proposed access, not within the residential land use (subject to detailed design)

Indicative area of land required for internal access roads not within the residential land use (subject to detailed design)

Proposed residential development (Use Class C3(a)) and a 5-bedroom property for children's social care and supported living (Use Class C3(b)) (including roads, footpaths, private drives, amenity and incidental open space and other associated infrastructure)

Proposed open space (including amenity green space, children's play provision, allotments, country park, landscaping, footpaths, drainage and other associated infrastructure)

Proposed mixed-use local centre including provision for NHS health and social care services (Use Class E(e)); community building (Use Class F2); retail and café provision (Use Class E(a-c)); and residential dwellings (Use Class C3) (including amenity space, landscaping, footpaths, drainage, car parking and other associated infrastructure, subject to detailed design)

Proposed one form entry primary school (Use Class F1(a)) and associated infrastructure (subject to detailed design)

School expansion land (subject to detailed design)

ACCESS PARAMETERS

Proposed access/egress for all modes (subject to detailed design)

Potential access/egress for cyclists and pedestrians only (subject to detailed design)

Potential access/egress for pedestrians only (subject to detailed design)

Existing public right of way access retained

0

100m

REV F: Access point to PRow on western boundary removed (16.10.25 CM)
REV E: Access points amended/added (04.06.25 CM)
REV D: Amended legend classifications (13.12.24 CM)
REV C: Access point to PRow on western boundary amended (09.12.24 CM)
REV B: Amended access point and legend (06.12.24 CM)
REV A: Amended areas (03.12.24 CM)
FIRST ISSUE: For client comment (29.11.24 CM)

PEGASUS GROUP

Appendix 1 – CLA Property Build Specification

	Essential Criterial	Responsibility of	
		Developer	Provider
<u>Ceilings</u>	All properties should have 30-minute fire resistant ceiling (horizontal) separation.	☒	☐
<u>Doors</u>	FD30 Fire Doors must be fitted in all rooms with Fire Rated Cam-Action Overhead Door closures.	☒	☐
	The doors should be standard width (838mm) which will not affect the use of the building in any way.		
	Consideration should be given to the inclusion of fire door holders. Fire door holders operate using a magnet, which holds the door open. In the event of a fire the magnet is released and the door closes.	☐	☒
	Fire door signage, is not required at the build stage but will need to be dealt with via the providers fire risk assessment.		
	Bedroom doors must open on to the hallway. Staff must be able to gain access in an emergency and no locks.	☒	☐
<u>Lighting</u>	Dimmable light switches.	☒	☐
	LED lights in ceilings rather than a pendant light (preference to be in all rooms, but a must in bedrooms)	☒	☐
	Motion detector ceiling lights in the bathroom		
<u>Emergency Lighting</u>	Emergency lighting to be installed in communal areas, outside bedrooms, e.g. hallways, landings and corridors and main exit points. All emergency lighting should be in accordance with BS5266.	☒	☐
<u>Fire Fighting Equipment</u>	A small fire blanket and fire extinguisher which could be kept in a cupboard with larger version in staff office as these would be in close proximity of the kitchens in most CLA homes	☐	☒
<u>Fire System and Safety</u>	All homes must be installed with an L1 type fire detection and alarm system (BS5839) with smoke	☒	☐

	detectors in all habitable rooms, and heat detectors in the kitchen and circulation areas. Smoke and Heat detectors must be provided in loft spaces, understairs and in any cupboard areas where circuit boards or boilers are located and, in all areas as set out in BS5839-1:2017.		
<u>Flooring</u>	LVT or similar hardwearing flooring throughout the home. Carpet runner on the stairs, to help with noise. Carpets should not be used in the following areas: • Bath/shower rooms • Toilets • Utility areas • Kitchen/pantry areas and materials should be suitable i.e., non-slip flooring in bathrooms.	☒	☐
<u>Ground Floor</u>	Front facing lockable office close to the front door with the fire alarm panel.	☒	☐
	Office will need to include network controls (Wi-Fi), lockable cupboard etc.	☐	☒
	Built in storage (this could be in kitchen, garage, utility etc.,) for hazardous materials, separate to the office.	☒	☐
<u>Walls</u>	Solid internal construction between all rooms. Walls will need to be reinforced plasterboard.	☒	☐
<u>Window Restrictors</u>	Any accessible windows that are two metres or more above ground level, which can be opened or any window that is large enough for a person to fall out of, should be restricted to a maximum opening of 100 millimetres or less. Concealed window restrictors should only be able to be disengaged using a special tool or key as detailed in Risk of falling from windows. See also the hazard warning information issued in Risks to vulnerable members of the public from falling from height from windows.	☒	☐

<u>Bathroom</u>	Wall hung toilet should be fitted in all bathrooms.	☒	☐
	Multiple bathrooms?		
<u>Kitchen</u>	Space for a separate washing machine and tumble drier.	☒	☐
<u>Outside</u>	No loose gravel / slate	☒	☐
	Outdoor tap and plug socket in the garden		

Appendix 2 – CLA Site Location Requirement

Design Considerations

- 1.1 The South West Hertfordshire Local Housing Need Assessment (LHNA) confirms that children's homes typically accommodate between 1-4 children in a home, as well as provision for staff to sleep and a number of communal rooms. Outdoor space is also required, as well as provision for staff parking.
- 1.2 This is reiterated in [HCC's Service Provision and Place Making Guide](#) which states that children's homes must no longer reflect the outdated model of HMOs and should instead be a single dwelling which resembles a family home, offering a safe and loving environment to improve the experiences and outcomes of young people in care. It also specifies a preference for detached homes which allow for privacy for staff and children. The minimum bedroom requirement is a 3-bed home which would cater for 1 child. It confirms that a 5-bedroom home could accommodate 4 children.
- 1.3 With regards to location, HCC's guidance highlights the importance of a suitable location as this is a key factor when determining which home to place a child in. Some key locational requirements are that children's homes must be in a residential area; not in an area of social deprivation; should be located on through roads in suburban environments; should be located away from railways and major roads; should be located close to local amenities including shops, schools, community centres, doctors and dentists; should be in proximity of a bus route and pedestrian walkways; and must have access to outdoors areas (garden or located close to public open space).
- 1.4 HCC appreciate that the position of the proposed new children's homes is not fixed; it is agreed that the final location of the proposed new children's home will be determined through engagement with HCC and will be in line with the table below:

<i>Must Not</i>	<i>Must</i>
Be near or in areas of deprivation	Have access to outdoor areas, such as garden or green space
Be next to another Children's Home, unless pairing two solo users in adjacent properties	Be a detached property (min. 4-bed)
Share a driveway with neighbouring property	Have parking space suitable for 4-5 vehicles for carers and visiting professionals
Be in a position where they are overlooked or the centre of focus in a residential development.	Be relatively dispersed among the development and away from existing Children's Homes and/or social housing
<i>Should Not</i>	<i>Should</i>
Be near: • Railway lines • Dual carriageways • Motorways • Bodies of water	Have access to local amenities, such as, local convenience stores and community facilities

• Retail/industrial areas	
Be located in a Cul-de-Sac	Be on a through road (ideally not on a main road)
Be next to a school	Be in proximity of a bus route and pedestrian walkways

Appendix 3 – Hertfordshire County Council Land Specification: Education (School Sites)

Hertfordshire County Council Land specification: Education (School Sites).

2024.11.29

Please refer to the notes below to support work to be conducted on the initial feasibility for the land requirement for a new primary school. For alternative school sizes, please contact Hertfordshire County Council (the County Council) at growth@hertfordshire.gov.uk.

When working with developers on potential new school sites, the County Council asks developers to ensure the proposed site meets the following criteria which will form part of the terms includes in the S106 agreements.

The County Council's site standards are based on achieving compliance with Department for Education guidance "Area guidelines for mainstream schools: Building Bulletin 103" (BB103) or Building Bulletin 104 Area Guidelines for SEND & alternative provision (BB104) and Hertfordshire School Site Servicing Specification (as may be updated from time to time).

We are aware there may be site characteristics, such as the gradient or drainage, and which need further investigation to clarify suitability of the site for external sports and other school related facilities.

The Developer should be mindful and have regard to the current Sports England (SE) guidance on external sports facilities and abide by these requirements in designing new school sites. SE may also direct the approach towards the design and delivery of this outdoor space.

Please be advised that these criteria must be met prior to HCC confirming that the proposed site is acceptable for a new school. If this criteria cannot be met to demonstrate that a site meets the County Council's school site specification standards, the County Council reserves the right to refuse to accept the site that has been offered.

The investigations/survey report will assist the developer in demonstrating that the site meets the County Council's school site specification standards.

The County Council's criteria for an acceptable site for school use being one that is;

The Developer is expected to complete the below table by scoring whether the criteria is met (currently), will be met (at the point of transfer) or won't be met. Evidence should be provided for all items that are scored to be met and mitigation or rationale should be provided for any criteria scored as 'won't meet'.

	Criteria	Does Meet	Will Meet	Won't Meet	Evidence/Comments
1.	Of regular shape (Roughly rectangular)				<i>Site plan</i>
2.	Relatively flat (not more than 1:40 gradient); to align with pedestrian and vehicular access from connecting roads. Adjoining site levels of the proposed development to be consistent with the school land.				<i>Topographical survey to be undertaken at the point of transfer. Indicative plan showing the boundary interfaces with the adjoining roads and footpaths.</i>
3.	Standard trench fill / strip foundations can be used.				<i>Geotechnical Investigation required</i>
4.	Free of physical landscape or topographical features including water features (above ground and underground attenuation features or other items (including overhead power cables) which might constrain its development and use for its intended purpose.				<i>Photographic evidence demonstrating no physical features on site.</i> <i>A suite of site surveys should be included but not limited to:</i> <i>Ecological,</i> <i>Flood Risk</i> <i>Geophysical Investigations</i> <i>Utilities mapping</i>
5.	Free from underground obstructions or abnormal conditions that would be restrictive to foundation construction.				<i>Intrusive ground investigation survey should be provided which contain representative information for the entire site.</i>

6.	No covenants are in place in relation to the land and no restrictions on the land have been negotiated with neighbouring parties.				<i>Land title to be provided</i>
7.	The Owner shall provide results of site investigations for the proposed School Land carried out to the relevant current British and European Standards, including BS 5930, BS EN 1997 – 1 BSEN 1997 – 2 and all related standards referred to therein. This shall determine load bearing capacity of soils, soil types (and depths), type and location of any contamination, ground water level or abnormal ground conditions which may require further investigations.				<i>Intrusive Geotechnical Investigation to be provided</i>
8.	Insurances through collateral warranties with rights for assignment for all site investigations completed by the developer will provide the County Council with redress from the provider in the event of error or inaccuracy.				<i>Warranties to be provided in a form agreeable to Hertfordshire (to be agreed)</i>
9.	Drainage – there will be a requirement by the approving authorities to provide a drainage strategy. The Owner will design and install a network to facilitate additional and appropriate capacity including surface water storage. A connection will be available at the site boundary. Foul water capacity will be available to the site boundary and will connect to an adoptable drainage system. The connection points for both foul and surface water drainage will be located to avoid the need to provide pumping infrastructure. The school land shall be located to prevent surface water runoff from any adjacent land being attenuated on the school land. SUDs/ Attenuation features				<i>Drainage strategy to be provided that confirms the assumed run off rates from the school site into the strategic SUDs network and compliance with current guidance.</i> <i>Confirmation from the LLFA that in principle, the strategy for draining the school land is accepted.</i> <i>Confirmation that assumed foul water capacity can be accommodated by the strategic network.</i> <i>Indicative connection locations to be confirmed.</i> <i>It is expected that the school site will be at a greenfield run off rate.</i>

	should be provided off site. In the event adequate off-site capacity cannot be provided, a larger school site may be capable of accommodating on site provision but must serve the school only. The Developer is expected to contact the Lead Local Flood Authority (LLFA) for the preferred method of draining water. The school will attenuate its own surface water run-off at greenfield run-off rates. The strategic SUDs network by the developer is to accommodate the surface water outfall from the school land at greenfield run-off rates.				
10.	Free from contamination (to such extent as is appropriate for the intended use of the site) Not to deposit any waste, hazardous material or other materials that would prejudice the development of the school land.				<i>Intrusive Geotechnical Investigation to be provided</i>
11.	Developers must be aware of HCC's commitment towards delivering a 20% improvement in biodiversity on site (Biodiversity Net Gain (BNG)). Sites must include provision for the County Council to be able to achieve the minimum requirements for BNG as set out in planning legislation.				<i>BNG baseline survey to be undertaken and provided to HCC</i>
12.	Free from any protected species (any appropriate mitigation measures to be wholly completed by the transferor).				<i>Ecology survey including confirmation of removal of any protected species if applicable. Walkover survey to confirm ecological position of the site no earlier than 1 month prior to transfer.</i>
13.	Within Flood Zone 1 located away from natural water courses/ditches. Free draining across the whole site and not liable for flooding or record of previous flooding.				<i>Flood Risk Assessment to be provided.</i>
14.	A hydrant should be available in accordance with HCC Site Servicing Specification.				<i>Location map showing hydrant locations to be provided.</i>

15.	On the completion of the development, noise levels at the school boundary must be compliant with British Standard Requirements and Building Bulletin BB93 for Acoustic Design of Schools.				<i>Baseline noise assessment to be provided prior to transfer. Predicted noise levels at completion of adjoining development to be provided to ensure that school is able to be delivered in compliance with BB93 and Acoustics of Schools: a design guide. Consideration should be made on the proposed location of the school and adjacent land uses.</i>
16.	Consistent low levels of air pollutants (gases and particulates) likely to adversely impact upon the health and wellbeing of all users. Baseline air quality monitoring of a nature and scope proportionate to the sensitivity of the proposed location and to be agreed by the County Council should be undertaken in advance of a planning application being submitted; reliance solely upon modelled assessments will not be considered a sufficient method through which the exposure of the school community to poor air quality can be objectively considered.				<i>Provide a baseline monitor over a period of 3 months and a forecast update based on the completed development to provide evidence that the site will comply with the air quality requirements of BB101.</i>
17.	Having direct access from a developer constructed and maintained highway of an adoptable standard with achievable/viable opportunity for walking and cycling as the preferred mode of travel. Entry location agreed with HCC. Off site infrastructure delivered by the Developer to, as a minimum, comply with the requirements of the 'Safe Routes to School Design Guidance' and supplementary guidance issued by the National Transport Authority.				<i>Masterplan identifying proposed vehicle, cycle and walking routes and proposed site access points.</i>
18.	Vacant possession with no permanent building or structure on the school land or below ground. Any pre-existing buildings/structures or other built features are to be demolished and the remains to be removed				<i>Photographic evidence, Ground Investigation surveys and Topographical surveys to be provided as noted in item 2.</i>

	from the site prior to the land being transferred & surface levelled.				
19.	Developer expected to provide the correct electricity supply (depending on school size) to meet HCC's requirements. New build schools will be net carbon zero in operation so sufficient electricity supply will be required. Compliance with 'Hertfordshire School Site Servicing Specification' is required.				<i>Confirmation that compliance with Hertfordshire School Site Servicing Specification will be provided.</i>
20.	Centrally located within the development or as otherwise agreed with the County Council to support sustainable transport links. Provision to include safe crossings for pedestrians across roadways in close proximity to the school site.				<i>Provide a summary confirming links to sustainable access to developments local centre and adjacent sustainable transport hubs.</i>
21.	All utilities are available to provide connection (within an accessible service route) at a location agreed with HCC. Please refer to Hertfordshire School Site Servicing Specification.				<i>Confirmation that services are in place prior to transfer of land. Evidence required as per Hertfordshire School Site Servicing Specification</i>
22.	Where existing trees and woodlands form part of the site, appropriate measures shall be taken, in accordance with Local Planning Policy and BS5837 to retain and enhance or remove trees in accordance with an Arboricultural Report or planning condition. There should be no TPO trees or ancient woodlands, wildlife havens on site.				<i>Provide Arboriculture survey with confirmation of measures taken. Site review 1 month prior to transfer of land.</i>
23.	Site boundary to be free of any existing features that may hinder the installation of 2.4m high weld mesh fencing.				<i>Site plan, survey and photographic evidence.</i>

24.	Public rights of way should be agreed upon and located to boundary edges and not included in Gross Site Area.				<i>Confirmation of public rights of way routes around the site and that there are no public rights of way across the school land.</i>
25.	Free from invasive plants and or other hazardous species (including but not limited to Japanese Knotweed).				<i>Ecology survey to be provided and confirmation of removal of invasive species if applicable. Site walkover to be undertaken 1 month prior to transfer.</i>
26.	Free from protected plants as noted within Schedule 8 of the Wildlife and Countryside Act 1981.				<i>Ecology survey to be provided and confirmation of removal of invasive species if applicable. Site walkover to be undertaken 1 month prior to transfer.</i>
27.	Site to be free of environmental / designations such as scheduled monuments.				<i>Confirmation required of land search/title plan.</i>
28.	Provide confirmation of adjacent land uses to confirm that such uses will not be detrimental to the operation of a school site.				<i>Provide masterplan</i>
29.	If no existing adoptable highway access is available to the site, confirmation that a school construction access/haul road will be provided to facilitate the school development programme. Specification of the haul road to be minimum of 300mm Type 1, 300mm Type 3, suitably levelled and compacted to a width allowing use by heavy goods vehicles, with passing places at suitable locations.				<i>Confirmation and programme for construction of haul road pre-transfer of land required.</i>

The transferor should prepare the necessary survey evidence required for Hertfordshire County Council to be satisfied that the site is suitable for educational use in line with the criteria above. Evidence is to be provided as a supplement and in support of the County Council's School Site Specification template.

Developers/ site promoters are advised to consider access to the education land early in the master planning process. The county council would expect consideration of a construction & maintenance access to the land, and direct access from a highway of an adoptable standard at the point the school becomes operational.

Logistics, timescales & access arrangements to be accommodated with HCC requirements.

Appendix 4 – Hertfordshire School Site Servicing Specification

Hertfordshire School Site Servicing Specification

29.11.2024

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1-1 INTRODUCTION

This report provides outline proposals of the Mechanical, Electrical and Public Health incoming services requirements for 7 standards school types, proposed within the Hertfordshire area. This report has been prepared to assist both the client and design team in understanding the site services and loadings that are required to be provided to the various proposed school sites, to ensure these sites are future proofed and the public distribution routes are sized adequately to accommodate these future sites.

The following report describes the scope of works required for each site, estimated site loadings for each school type, and a performance specification outlining the installed services expectations. The school sites that have been considered are part of this assessment are as follows:

- 1FE Primary
- 2FE Primary
- 3FE Primary
- 6FE Secondary
- 8FE Secondary
- 10FE Secondary
- 12FE Secondary

All services provisions to all sites shall be provided in accordance to any requirements that fall under the below items:

- All relevant Building Regulations
- Hertfordshire County Council's conditions, and environmental requirements, including the sustainable construction design guide.
- Local Fire Authority plans and guidance
- Fire consultant's advice
- Local utility providers specification/requirements
- CIBSE guidance
- Relevant British and European Standards
- Gas and Power Safety regulations
- The contents of this document
- Department for Education: Schools and Further Education College Design and Construction
- Building Bulletins

1-2 DESCRIPTION OF WORKS

Each of the following services shall be provided to each school site:

- 1) Provision and installation of new mains cold water service from the statutory authority supply
- 2) Provision and installation of new District heating mains serving each site (if provided to the area)
- 3) Provision and installation of Fire Hydrants
- 4) Provision of new LV Electrical service from the statutory authority supply
- 5) Provision of foul drainage services (design by Civil engineer)
- 6) Provision of telecoms

This analysis has been undertaken assuming the sites are greenfield sites, free of any existing services. The following descriptions focus on each of the above elements.

HCC school design team shall submit Mechanical and Electrical design data during the design stages, to the developer's utility providers to receive connection quotations. All connections shall be paid for and installed by the developer.

1-2-1 INCOMING MAINS POWER

EMD (Estimated Maximum Demand) load assessments have been undertaken to indicate the predicted demand of each site. Please note these are sample EMDs carried out at a very early stage of the design based on 'rule of thumb' values and similar projects to provide an indicative site load requirement. Following load analysis all sites shall be provided with power supplies in line with the calculations indicated in Table 1 later in this report, as well as transformers located in substations at each site boundary. The substation shall be located such that the statutory authority shall have unimpeded access via the external road side, outside the site boundary to enable a Hiab lorry to access and maintain the substation. These substations shall require 24/7, 365-day unrestricted vehicle access. The developer shall draw up an easement agreement between the respective buildings owners and asset owner.

Each substation's adjacent LV connection point will be located within 5-10 meters of the substation, within the boundary of each school site.

Transformers form the main component of a substation and shall have a primary voltage of 11kV and a secondary voltage of 400V. Each substation shall allow for a future connection to serve switch rooms within the proposed school buildings where the incoming 400V supplies shall be terminated.

The substations, supplies and all components up to the final point of connection into the school owned by Hertfordshire County Council (HCC) shall be installed and owned by the developer. The installation of local substations, switch room locations, and final connections shall be subject to receipt of load assessment data provided by HCC during the design stages of each school project.

Where building shall require a backup life-safety or fire-fighting power supply, space allowance for an external generator within a weatherproof enclosure shall be required.

Provision and design of Air Circuit Breakers (ACBs) shall be subject to and in line with regulations, the design development of each school, and the utility provider's requirements.

1-2-2 INCOMING MAINS COLD WATER

A metered mains water supply shall be required from the regional water undertaker to serve each of the school sites. To stabilise peak demand on the network whilst maintaining a satisfactory water pressure throughout storage tanks are proposed within each of the school sites, which will be installed by the building owner. Estimated storage tank sizes can be found in Table 1 further in this document. The incoming water supply shall terminate at the site boundary ready for extension by the building contractor when the school site construction is underway.

Incoming water shall be fed from the public water mains connection and serve each site via a bulk utilities meter. Meter applications shall be made by, and paid for by the Developer subject to design information received from HCC during the design period of each school project.

Additional mains water supplies shall also feed a fire hydrant to allow sufficient coverage the site. BS750 Type2b, c or d approved fire hydrant completed with anti- backflow devices shall be specified to ensure that backflow and contamination/discolouration of the potable water is minimised. Estimated Mains Cold Water loads can also be found in Table 1. Each supply to each building shall be metered to ensure the usage of water can be cross charged as necessary.

Fire Hydrants shall be located at or near the boundary of each site. Fire Hydrants shall be within 90m of the building's entrance. In the absence of building layouts, the developer shall liaise with the fire consultant, fire brigade, and local fire authority to ensure fire hydrants are placed adequately surrounding each site to give adequate cover to the building.

Prior to the design of the school, provisions must be made to ensure that fire hydrants are placed at or near any vehicle entrance to the school site, maintaining the required distance of 90 meters from the building entrance.

Larger sites are will require commercial grade sprinklers. We would propose this to be accounted for within the local statutory water providers system sizing. A separate unmetered fire fighting supply connection to the site shall be provided to serve the sprinkler systems specifically. The proposed strategy needs to be discussed at the next stage of design with the Fire and Water authorities. All sprinkler systems shall be provided with adequately sized storage tanks in line with BS EN 12845.

All Fire Hydrants, Dry and Wet Risers, and sprinkler supplies shall be provided in line with the local Fire authority's guidance, and any requirements under Hertfordshire County Council. Sprinkler provision/requirement will be subject to a Fire Design Risk Assessment and the requirements contained within this report are only assumptions and should not be used as final design figures in any way.

It is also within the developers responsibility to ensure that all works carry out by the developer are in compliance with Fire regulations and relevant standards.

1-2-3 INCOMING GAS SUPPLY

Modern schools tend to adopt all-electric type Catering Kitchens and often implement electric Bunsen burners in Science labs and classrooms. This is also in connection to the increased decarbonization of new building sites and the drive to reduce on site burning of fossil fuels. We have assumed no gas will be required or used on any of the sites.

1-2-4 ELECTRIC VEHICLE CHARGING

Most modern developments tend to incorporate a provision of Electric vehicle charging. This is more apparent with the introduction with the Building Regulations Part S: Infrastructure for the charging of electric vehicles. Electric vehicle charging can be a particularly power hungry process which inherently increases the required size of power supply to each site. Reference has been made to Part S of the building regulations but also the Hertfordshire Sustainable Construction Design Guide which requires that:

"If it is not possible for the development to be car free, at least 20% of all spaces should have active EV charging provision, with 10% passive provision"

Hence EV chargers have been assumed for each site, and this has been taken account into the estimated demand of the various school types. Power for electric vehicle charging shall be provided by the school's power supply either from the substation or from a metered supply from the network to a metered feeder pillar.

1-2-5 OUTGOING FOUL DRAINAGE

Under Table 1, further in this document, an estimation of the likely foul drainage loads has been provided to feed into the civil engineer's calculations, which should be considered when the design of the sewerage system is provided to each of the school sites. Likewise the depth of the system should take into account the size of each site and pipework gradients required to discharge all drainage from the site with the avoidance of any pumping being required.

All pipework systems shall be fully designed in accordance with BS EN 12056-2: 2000, Part H of the Building Regulations and all relevant manufacturer recommendations, with emphasis given to ensure that very good pipework gradients are achieved.

1-2-6 INCOMING COMMS

Incoming supplies from Openreach or other open infrastructure network, are suggested to be provided to each of the sites, terminating at the site boundary. These supplies should be fibre and provide bandwidth to cover requirements of each site. Assumed number of data points for each site have been provided under Table1. Ducting and distribution points from the utility provider shall be provided up to site boundary to allow cables to be pulled through at the required time.

1-3 INCOMING SERVICES SITE LOADINGS

Each School type has been developed in conjunction with the design team, providing an estimate Schedule of Accommodation, and a predicted student capacity for each. This information, in conjunction with relevant experience in DFE school design, has been utilized to develop the various servicing requirements for each of the aforementioned school types. These estimates shall be shared with the developer's utility providers to incorporate these loads in the design of the site infrastructure to ensure that these loads are made available to all the school sites, once their development commences. The results of these estimations are displayed in Table 1 below:

Table 1. Schedule of estimated servicing loads

School Type	Student Capacity	GIA (m2)	Water storage size (L)	Water Supply (L/s) (1)	Incoming Water pipe size (mm)	Power Supply (kVa) Max.	Proposed Substation provision (2)	Power Supply (3) (if DH is provided) kVa	Water usage L/person/day	Foul drainage flow out (L/day)	Estimated Data points	Telecoms	Commercial Sprinkler tank size (L)	District Heating load
1FE Primary	240	1,334	1,100	0.5	50	270	1no 500kVA	200	15	4320	168	BT	90,000	150kW
2FE Primary	450	2,239	2,100	0.9	63	375	1no 500kVA	260	15	8100	315	BT	90,00	200kW
3FE Primary	675	3,186	3,100	1.4	63	569	1no 800kVA	400	15	12150	473	BT	135,000	300kW
6FE Secondary	1,152	8,834	8,700	4.0	90	1142	2no 800kVA	724	20	27648	1,152	BT	135,000	750kW
8FE Secondary	1,536	11,600	11,600	5.3	90	1423	2no 1MVA	858	20	36864	1,536	BT	135,000	850kW
10FE Secondary	1,920	14,057	14,400	6.7	110	1659	2no 1MVA	997	20	46080	1,920	BT	135,000	1,100kW
12FE Secondary	2,304	16,576	17,300	8.0	110	1915	2no 1MVA + 1no 500kVA	1124	20	55296	2,304	BT	135,000	1,300kW

Note: All values in the above table have been estimated based on the information available at the time of the compiling of this report and based on relevant sample projects. This is to inform the design of district network sizing. The final loads of the as designed sites may vary. Electrical power supply includes EV charging and considers an all-electric building.

- (1) All sites shall be provided with 1 No. metered incoming mains cold water supply as described in the table above. If the fire consultant for each site indicates that sprinklers are required, a separate unmetered firefighting supply shall be provided to the sprinkler installation.
- (2) Proposed provision of transformers/substations is only indicative at this point. Final substations and transformer sizes and numbers to be designed and dictated by, and agreed with the DNO/IDNO once design information is received from HCC during the school projects design stages.
- (3) These power supplies have been estimated assuming that all hot water and heating loads of the building are satisfied by the district heating network.

1-3-2 REFERENCE SITES

The following reference projects have been used to compare and validate the results demonstrated in table 1. For reference, the sample sites that have been used are as follows:

1. High Leigh School, Hoddesdon
2. Boxing Academy, Clapton
3. Inspire Academy, Chatham
4. Trent View, Scunthorpe
5. Carleton School, Leeds
6. Merrist Wood, North Block
7. Merrist Wood, South Block
8. Imperial College London Maths School, Barnet
9. Northstowe Primary School
10. East Coast College
11. Prince William School

1-3-3 DESIGN ASSUMPTIONS AND REFERENCE STANDARDS

In the absence of a full design, various assumptions were made based on existing sample projects, design guidance, and references to standards and regulations. These assumptions were made to enable the estimated site load to be generated as accurately as possible. The following is a list of some of the main assumptions that have been proposed as part of the estimation process:

1. We assume that the proposed school building designs will comply with the latest Part L regulations, DFE standards and strive to provide low Energy and low carbon buildings which include:
 - a. Good design using fabric first principles incorporating high performance fabric and glazing, good massing, orientation, fenestration design, solar shading and all the elements expected of a modern development aiming to achieve Net zero carbon.
 - b. Good design of services minimizing energy losses in the systems.
 - c. Where there is an absence of a District heating supply, heat pump systems will be employed to deliver Heating, cooling and hot water generation, prioritizing and exploring first the viability of Ground Source and Water Source heat pumps, before reverting to the use of Air Source heat pumps.
 - d. PV and other LZC systems to assist the sites with their aims to achieve Net Zero Carbon.
2. If District Heating systems will be provided as a communal or district service, we have assumed this energy will be used primarily for heating and hot water generation. If provided we have assumed that the District Heating supply to site will be a minimum of 60°C on the secondary side of any heat exchangers.
3. Catering Kitchens have been assumed to be all electric type, with no requirement for gas.
4. Allowance has been made for electric showers to each of the site equivalent in number to the below:
 - a. 1FE – 2 Showers
 - b. 2FE – 4 Showers
 - c. 3FE – 6 Showers
 - d. 6FE – 10 Showers

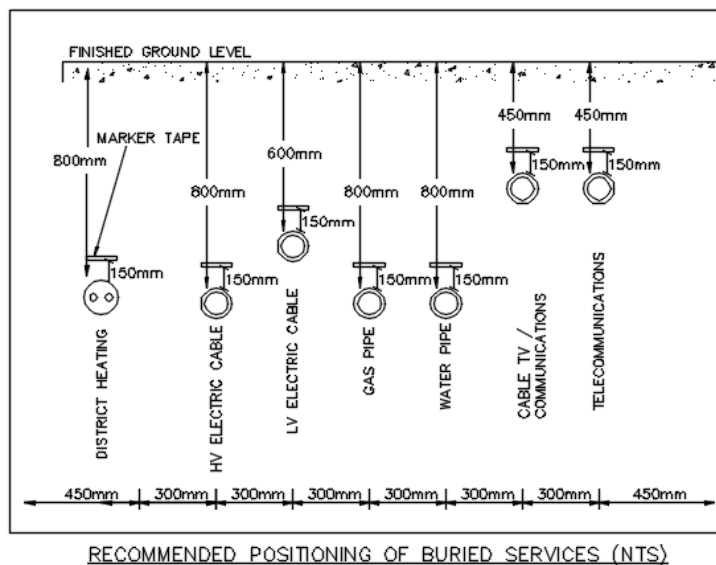
- e. 8FE – 14 Showers
 - f. 10FE – 16 Showers
 - g. 12FE – 20 Showers
5. Wholesome supply cold water storage volume has been calculated for each site in line with DfE guidance Technical Annex 2F, at 3L/occupant for primary schools, and 5L/occupant for secondary schools.
 6. We have assumed that Air quality and Noise pollution is satisfactory, allowing the opening of windows for ventilation and overheating mitigation.
 7. The assumed ventilation strategy for the schools is opening windows with assisted natural ventilation via systems such as the 'NVHR' provided by 'Breathing Buildings'
 8. The kitchen/catering space is assumed to be provided with a dedicated Air handling unit system.
 9. Incoming mains cold water has been sized based on refill time of the cold water storage in minimum 30 mins.
 10. Any diverse or back-up power supplies required shall be dealt with on site via back up generators, as opposed to relying on diverse utility supplies.
 11. Daily water consumption has been used to estimate foul Drainage flow out of the site, which has been based on BISRIA Rule of Thumb Guide 5th Edition, for daily water consumption is primary and secondary schools.
 12. No gas has been assumed for any site, and all catering or Bunsen burners shall be all electric.
 13. Commercial sprinklers have been assumed to be required in all school types. A separate mains supply shall be provided, dedicated to the sprinkler tanks. We assume that maximum storage shall be provided on site, and hence have assumed that the tanks will not rely on an additional infill rate from the mains water in order to meet required storage amount to comply with BS EN 12845. The connected mains supply to the sprinklers will only be intended to refill the tanks after draining for maintenance and cleaning, for top up, or after use during a test or incident. Secondary supply to sprinkler tanks shall be via a Diesel backed pump set. The requirement for sprinklers shall only be concluded following the completion of a Fire Design Risk Assessment
 14. Fire Hydrants must be located within minimum 90m distance to the building entrances. Where larger sites are apparent, we fully expect the local utility provider to locate Fire Hydrant adequately considering the scale of each site. Please note some site may require 2 or more Fire Hydrant to achieve adequate coverage.
 15. Allowance has been made for a number of data point to each site based on DfE recommendation:
 - a. Primary 0.7 point per student
 - b. Secondary 1.0 point per student
 16. An assumed number of car park spaces and EV charging points have been allocated to each site in line with the below list:
 - a. 1FE – 20 car park spaces / 6 charging points
 - b. 2FE – 30 car park spaces / 9 charging points
 - c. 3FE – 40 car park spaces / 12 charging points
 - d. 6FE – 50 car park spaces / 15 charging points
 - e. 8FE – 55 car park spaces / 17 charging points
 - f. 10FE – 60 car park spaces / 18 charging points
 - g. 12FE – 65 car park spaces / 20 charging points

In line with the Hertfordshire Sustainable Construction Design Guide, 20% active points and 10% passive points are provided to site.

17. No provision of swimming pools, hydrotherapy pools, or other such abnormalities has been allowed for.
18. MUGA lighting has been allowed for 1no. sports pitch per site.

1-3-4 TYPICAL DEPTH OF SERVICES

Below is a diagram of the proposed typical depth of standard services for your consideration.



1-4 PERFORMANCE SPECIFICATION SECTIONS

1-4-1 DEFINITIONS

DEFINITIONS	
MCWS	Mains Cold Water Service
HV	High Voltage
LV	Low voltage
LTHW	Low Temperature Hot Water
IDNO	Independent Network Operator
CHN	Community Heat network
DNO	Distribution Network Operator

1-4-2 REFERENCE TO OTHER SECTIONS OF THIS SPECIFICATION

This section of the specification shall not be used in isolation and must be read in conjunction with particular sections, commissioning and standard clauses, all of which define further the requirements for this project.

1-4-3 STANDARDS APPLICABLE

Works shall be completed in accordance with all applicable industry standards. Some of the most relevant standards associated with this section are scheduled below:

STANDARDS	
BS 750 Underground fire hydrants	Building Regulations
BS 1710 Pipework identification	BSRIA Commissioning Codes
BS 3251 Indicator plates for fire hydrants	CIBSE Commissioning Codes
BS 7671 Wiring Regulations	CIBSE Design Guides
BS EN 1074 Valves for water supply - hydrants	Health and Safety Executive (HSE) Approved Code of Practice L8 Control of Legionella Bacteria in Water Systems
BS EN 1555 Plastics piping for supply of gaseous fuels (PE)	Institute of Gas Engineers and Managers publications (IGEM)
BS EN 9990 Non-automatic fire-fighting systems	National Joint Utilities Group Guidelines (NJUG)
BS EN 12201 Plastic piping systems for water supply (PE)	Water Industry Specifications
BS EN 14339 Underground fire hydrants	Water Regulation Advisor Scheme (WRAS)
BS EN 14384 Pillar fire hydrants	Department For Education output specification
Building Bulletins	Hertfordshire County Council's local plan

Where the above standards refer to supporting documentation and standards, or relevant Building regulations, at the time of the development, the most up to date versions of these shall be fully complied with in all respects.

Where discrepancy is found between this specification and the relevant standards, the Developer shall obtain written clarification from the Engineer to understand which criterion takes precedence. Where a discrepancy has not been clarified the Developer shall include the most onerous requirements.

1-4-4 SCOPE OF WORKS

The following brief description describes the enabling works required for this project. Comprehensive system(s) requirements are detailed in subsequent clauses of this specification. The Contractor shall employ Specialist Contractor(s) for each of the system(s) and shall include for all tools, labour, materials and equipment necessary to undertake all design, supply, installation, works as below inclusive of:

- 1) Provide new statutory authority water supply to each site boundary.
- 2) Provide a District heating mains to the boundary of each site (if district heating is provided by the developers)
- 3) Provide local HV/LV sub-station(s) as part of each site infrastructure.
- 4) Provide Fire hydrants to each site with adequate coverage.

1-5 NEW EXTERNAL SERVICES

The following new supplies shall be provided to serve the building:

1-5-1 MAINS COLD WATER SUPPLY

A MCWS shall be provided to each site from the existing statutory service within the road adjacent to the site boundary. The Developer shall allow for liaison with the Statutory Authority to provide and install the new supply and meter on the boundary of the site which shall be fully installed, tested and commissioned.

System Capacity: See Table 1

1-5-1-1 SOIL ANALYSIS

A soil analysis report shall be carried out to determine if contaminants exist within the ground. The Land Specification (see separate document) requires the land to be contaminant free.

However, if ground contamination does exist, and if for any reason this cannot be avoided, then Protecta-line pipework, in accordance with the Water Companies requirements shall be installed.

The Contractor shall also make reference to installation clauses of the specification.

1-5-1-2 MAINS COLD WATER PIPEWORK

External below ground pipework shall be:

MDPE – STANDARD PIPEWORK (Non-contaminated ground conditions) shall comply with the following standards:

- 1) Laid in Blue medium density polyethylene pipework, recommended for pressure pipe for cold potable water use.(for nominal sizes 63mm or below / 90-1000mm for underground installation)
- 2) Installed fully in accordance with the manufacturers recommendations and in accordance with Water Board requirements.
- 3) Complete with polyethylene socket and spigot fittings, saddles and drawn bonds for fusion jointing for use with cold potable water PE pressure pipes.
- 4) Polyethylene electrofusion couplers and fittings for cold potable water supply for nominal sizes up to and including 180. Shall be included.
- 5) All joints shall be butt-fusion or electrofusion welded.
- 6) Suitable for the system operating distribution/test pressures.
- 7) Include for all necessary portable welding/generator equipment and for a representative from the manufacturer to give on-site instruction prior to installation.
- 8) Stored on site with taped polythene protective end caps to prevent ingress of dirt and debris.

MDPE – STANDARD JOINTING

The system shall be:

- 1) Jointing system shall be by electro-fusion or butt-fusion methods.
- 2) All fittings to match the tube and to be Water Board approved standard.
- 3) The fusion welding of fittings to be installed by engineers with specialist fusion welding equipment and shall be manufactured approved Contractors.
- 4) Pipes should be cut square to axis and burrs removed and the surface of the pipe to be in contact with fitting shall be scraped to completely remove the surface layer prior to insertion into fitting.
- 5) On all straight pipes above 180mm diameter welding clamps must be used to minimise the risk of accidental movement. Clamps also to be used on all sizes of coiled pipe and where correct pipe alignment is difficult.
- 6) Each and every weld (butt or electro-fusion) shall be recorded using fusion automatic welding equipment bigger hard copies detailing each weld shall be included as part of the Operation and Maintenance Documentation.

PROTECTA-LINE POLYETHYLENE WATER MAINS (CONTAMINATED GROUND)

Should the soil analysis reports determine that contaminants do exist within the ground, the pipework installed within the service trench shall be:

- 1) A three layer composite pipe consisting of internal standard PE pipe for the conveyance of water, aluminum layer to prevent the ingress of contaminants and an external polyethylene protective layer.
- 2) All fittings, flanges and valves, necessary to complete the installation shall be suitable for this composite pipe installation and Electro-fuse fittings.
- 3) The installation shall be Electro fused utilising the manufacturers recommended procedures and fusion equipment. Underground joints and pipe exposed by peeling the protective layer shall be wrapped with Protecta-line tape in accordance with the manufacturer's instructions.
- 4) All pipework shall be installed in a neat, orderly manner and adequately restricted with suitable anchor points and backfill.

- 5) At this stage in the project it shall be assumed that the ground is contaminated and therefore Protecta-Line pipework shall be utilised for the external services. The requirements of the installed systems shall be further developed during detailed design by the Contractor

Manufactured by:

- GPS PE Pipe Systems Tel No 01480-442600
- Or equal and approved

Trenching requirements:

- 1) The external trench is excavated having a level base so that the pipework can be laid flat. The trench depth shall provide a minimum cover of 1000 mm to the crown of the water pipework.
- 2) A 150mm deep bedding of sand or pea gravel shall be laid under the barrel of the pipe. The bedding should be properly compacted to provide uniformity of support to the pipe.
- 3) After the pipes have been laid, further bedding material shall be placed around the pipe and compacted in 75mm layers up to a level of 150mm above the top of the pipe.
- 4) To assist the future location/tracing of plastic pipe an approved metallic marker tape shall be laid along the line of main and connected at each end to a hydrant. The marker tape shall be 150mm above pipe.
- 5) The entry positions to the building are correctly positioned.
- 6) All underground valves are housed within proprietary valve chambers.
- 7) Liaison with the local Water Company, Fire Advisor and Drainage Contractors.

1-5-2 FIRE HYDRANT

A fire hydrant shall be provided for each site as a minimum, with more fire hydrants being provided to ensure proper coverage of the site. The water supply to the hydrants shall be direct from the statutory mains cold water supply via separate unmetered connections and be provided with isolation valves and suitable back flow prevention device at each supply connection point. Additional isolation valves shall be provided to allow for maintenance of the ring main.

Fire hydrants of the below ground type or pillar type as required by the local fire authority. The system and components shall be installed and tested in compliance with the current British Standards.

The Contractor shall liaise with the local Fire authority/Fire Advisor and all fire hydrants shall be of the types approved by the local Fire Authority.

Hydrants shall be sited:

- 1) Not more than 90m from any building entrance
- 2) Not more than 90m apart
- 3) With a minimum clearance from building of 6m
- 4) Shall be installed adjacent to roadways and/or hard standing, in suitable positions for Fire authority access

Hydrants shall be complete as follows:

- 1) Shell manufactured in ductile iron with epoxy coating.
- 2) Suitable pressure in line with local requirements
- 3) All seals WRAS approved
- 4) Carry a product conformity marking as required by the UK government.
- 5) All hydrants shall be provided with an identification plate.

Underground Hydrants

The underground hydrants shall be installed within a brick build chamber with cover and concrete base (refer to drawing details)

The outlet shall be a maximum of 300mm below ground. The unit shall incorporate a frost valve.

1-5-3 TESTING OF UNDERGROUND PIPELINES

The mains to be tested shall be inspected for compliance with the drawings and specifications significant variations shall be investigated and corrected, where required, before proceeding with the test.

After laying, jointing and anchoring the pipeline shall be tested as described in Standard Installation Section of this specification.

Pressure testing shall be carried out prior to any backfilling of trenches. All new pipework is to be tested before being brought into service.

The pipeline shall be subjected to a site test for the purpose of checking of the following: -

- 1) Mechanical soundness and leak tightness of pipes and fittings.
- 2) Leak tightness of joints.
- 3) Soundness of construction anchorages.
- 4) Quality of installation work.

It is recommended that hydraulic test pressures applied to ductile iron pipelines are in accordance with those specified in BS 8010 Part 2 'Code of Practice for Design, Construction and Installation of Pipelines on Land'.

For the Protecta-line pipe careful hydrostatic testing of polyethylene mains shall be adopted and must be limited to 1.5 times the rated pressure and reduced accordingly if the test temperature exceeds 20°C.

Testing procedure shall be in accordance with the manufacturer's instructions.

It must be established before tests commence that all anchorages are in position, that concrete anchorages have developed the required strength and that where pipes are deflected to produce large radius curves, the backfill between pipe body and trench wall is well compacted.

Final test of pipelines shall be completed in one length. Sectional testing shall be for the benefit of the Contractor and shall not be considered as final tests.

Where interim section testing is to be performed, special stop ends shall be provided for the safe introduction and disposal of test medium and release of air. The stop ends shall be secured by adequate temporary anchors.

1-5-3-1 CHLORINATION AND WATER SAMPLES

Water samples shall be taken before undertaken modifications to the water mains and upon successful testing of the modified new water main.

All new pipework shall be fully chlorinated from suitable points of demarcation (isolating valve sets etc.) conforming to the requirements of Standard Installation Section of this specification, with water samples taken and tested in accordance with the guidelines of 'Analysis of Raw, Potable and Waste Waters', published by D of E, HMSO and/or methods approved and employed by the Public Health Authority.

1-5-3-2 UNDERGROUND PIPEWORK

The system shall be installed in pre-insulated pipes and shall be a bonded system according to EN 13941 and other EN standards mentioned in this specification or by the Manufacturer. The bonded system takes its name from the fact that the steel carrier pipe, (polyurethane foam) and jacket pipe are bonded together.

The outer surface of the carrier pipe and the inner surface of the jacket pipe are pre-treated to ensure that the foam adheres to the pipes, and that forces can be transmitted outwards through the foam.

Both elements of the bonded pipes are designed to expand and move together. Movement is restricted by the friction between the soil and jacket pipe. Expansion shall be absorbed in compensators, relievers and elbows. If an elbow is to be installed for the purpose of absorbing, expansion foam pads shall be incorporated.

Pipe laying methods shall be a Cold Laying method, where expansion during heating shall be absorbed as stresses in the steel-pipes and movements of the pipes in the trench.

The pipe insulation shall be Logstor's "Series 1" pipe or equal and approved.

The movement of the relievers, if used, is to be limited to 20mm.

Joints shall be double sealed and kept to an absolute minimum.

The pre-insulated pipes shall include a leak detection system for the detection of moisture in the insulation complete with integral controls monitoring to report to BMS system for fault.

Valves

Below ground valves shall be installed within chambers. The valves shall be pre-insulated, stainless steel ball valve with spring loaded Teflon seats and a fully welded casing to ensure a completely watertight installation. Valves shall be complete with extended spindle for ease of access.

All pipework and valves shall be provided by one of the following manufacturers:-

- 1) Logstor
- 2) PPSL District Energy.
- 3) Pipe 2000

1-5-4 ELECTRICAL SERVICES

1-5-4-1 INCOMING ELECTRICAL SUPPLY

New intake services shall be provided with the following characteristics:

- 1) 11 000/400 Volts 50 Hz 3 phase 4 wire

Cables entering the future building(s) shall be via ducts cast into the slab (min 150mm diameter). For smaller cables these shall rise with slow bends located to allow the cable to rise vertically immediately below the equipment to be served. For larger cables short sections of horizontal ducts shall facilitate a route into cast floor trenches within the electrical plant space, allowing cables to be routed to suit the layout of the space.

Ensure all cable entry points are vermin proof and sealed to prevent water ingress.

1-5-4-2 VOICE AND DATA CABLING

Provide new intake service associated with data and telecommunications with the following characteristics:

- 1) New fibre optic service from BT (or an alternative supplier with the County Councils approval) to terminate at the site boundary.

Cables entering the future building(s) shall be via ducts cast into the slab (min 100mm diameter). These shall rise with slow bends located to allow the cable to rise vertically immediately below the equipment to be served.

Ensure all cable entry points are vermin proof and sealed to prevent water ingress.

1-6 MAINTAINING SAFE ACCESS TO OPERATIONAL AREAS

Access to operational areas shall be maintained at all times including all general and emergency access/exit routes. No materials or waste/debris shall be allowed to obstruct these routes.

1-7 SURFACE WATER DRAINAGE

Surface water runoff shall be controlled at greenfield levels within the school site boundary and a point of connection into the Developers strategic SUD's network shall be provided. The school site shall not be required to accommodate any surface water from outside of the school site boundary and therefore any upstream or uphill flows are to be managed by the developer outside the school's boundary.

The developer shall install a connection at the lowest boundary point of the school site (at the proposed site levels), to direct the surface water into the strategic network.

1-8 HIGHWAYS & ACCESS

1-8-1-1 CONSTRUCTION HAUL ROAD

If no existing adoptable highway access is available to the school site, a construction haul road shall be constructed by the Developer leading from the adopted highway network to the proposed site entrance on the school land. The Developer shall be required to obtain all required permissions and approvals from the Highway Authority, Landowners and any other third party to facilitate to construction and use of the construction haul road for the County Councils employees, agents and contractors to enable safe vehicle access to the school site during the construction period. Such approvals and agreements are to be issued to the County Council.

The specification of the haul road to be minimum of 300mm Type 1, 300mm Type 3, suitably levelled and compacted to a width allowing use by heavy goods vehicles, with passing places at suitable locations.. The developer shall produce a design for the haul road by a suitably qualified person and provide to HCC for approval.

1-8-1-2 PERMANENT HIGHWAY ACCESS

Adoptable standard highway access routes shall be completed by the Developer including vehicle, pedestrian and sustainable modes to include all required civil engineering work, signals, permanent lighting, Traffic Regulation Orders (TROs) etc no later than 3 months prior to the targeting opening date of the school.

The Developer shall be obliged to obtain all necessary approvals from the Highway Authority prior to implementation of works and shall also be obliged to consult with the County Council in regard to interfaces of the external highway network and the school site, to ensure alignment and suitability of design.

The Developer shall be required to provide confirmation statements from the Highway Authority to confirm that the proposed highway network has been constructed to an acceptable standard and is safe for use by members of the public to access the school site.

Appendix 5 – Primary School Form of Transfer

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

1	Title number(s) out of which the property is transferred: [HD557755]
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: School land to the North of Little Green Lane, Croxley Green, Rickmansworth The property is identified ☒ on the attached plan and shown: edged [] ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: [] <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: [] <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Give full name(s) of **all** the persons to be shown as registered proprietors.

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

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in practice guide 78: overseas entities.

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

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

Place 'X' in any box that applies.

Add any modifications.

6	Transferee for entry in the register: HERTFORDSHIRE COUNTY COUNCIL For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas entities (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:
7	Transferee's intended address(es) for service for entry in the register: First Floor, Robertson House, Six Hills Way, Stevenage, SG1 2FQ
8	The transferor transfers the property to the transferee
9	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): One pound (£1.00) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
10	The transferor transfers with ☒ full title guarantee ☐ limited title guarantee

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

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and practice guide 24: *private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

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

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

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions

12.1 Definitions

The definitions in this clause apply in this Transfer:

Affordable Housing: has the meaning given to the term "social housing" by Section 68 of the Housing and Regeneration Act 2008 or (as the context may require) the meaning given to the term "affordable housing" as the term is defined at Annex 2 to the National Planning Policy Framework issued in December 2024 by the Department for Communities and Local Government or such other guidance or policy issued by the Government from time to time which may amend or replace it or, if at the relevant time such guidance is not available, affordable housing which is subsidised and available to people who are not able to buy or rent at normal market rates and which is appropriate for their needs in the open housing market;

Conditions of Entry: means those exercising the relevant right of entry must:

- (a) provide reasonable prior notice (except in case of emergency when no notice need be given provided that, in the case of the Transferor, the Transferor must still comply with any safeguarding requirements notified to it by the Transferee) to the party whose premises are being entered;
- (b) agree a programme for the time or times for entry and carrying out the work with the owners and occupiers (all parties acting reasonably) (except in case of emergency provided that, in the case of the Transferor, the Transferor must still comply with any safeguarding requirements notified to it by the Transferee);
- (c) comply with all relevant laws;

- (d) comply with the reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry which may include, in the case of entry on to the Property, safeguarding, security and/or health requirements required by or on behalf of the Transferee or any lessee of the Property or any part thereof in connection with the use of the Property;
- (e) complete the works as soon as reasonably practicable and only remain on the land as long as is reasonably necessary to achieve the purpose for which entry is effected;
- (f) comply with any other requirements in this Transfer;
- (g) ensure anybody exercising any rights of entry has relevant insurances in place for the type and nature of the work being undertaken;
- (h) obtain all necessary consents from all Relevant Authorities prior to carrying out any works;
- (i) cause as little damage and inconvenience as possible;
- (j) not effect entry upon any land comprising a Dwelling (including its curtilage) nor the proposed site of a Dwelling;
- (k) not effecting entry within any pumping station gas governor fibre cabinet electricity substation and/ or car charging facility;
- (l) make good at its own expense any damage caused as soon as reasonably practicable to the reasonable satisfaction of the person whose premises are being entered.

Connection Points: means collectively the points of connection for land drainage, storm water, foul water, water, electric and fibre/ telecommunications identified on the Plan¹ and '**relevant Connection Point**' shall be construed accordingly.

Dispose: means a transfer or the grant of a lease for a term of seven years or more and "**Disposition**", "**Dispose**" and "**Disponee**" shall be construed accordingly.

Dwelling: means any dwellinghouse including a flat, bungalow, maisonette or other building designed or adapted for human habitation together with any garages and/or outbuildings for the use and occupation by the occupiers of such dwellings and the curtilage thereof and 'Dwellings' shall have the corresponding meaning;

Educational Use: means use for the instruction and teaching of pupils in an educational setting along with childcare and associated ancillary community uses (including breakfast and after school clubs, holiday and sports clubs, nursery and pre-school provision, special health learning or educational needs provision, family centres and other relevant community use or uses) including drop-off and car parking facilities.

Estate Roads: means any roads (and ancillary footpaths, accessways and cycleways) now existing or which may be constructed on the Retained Land and affording access to the

¹ Drafting Note: exact location of connection points to be added to the Plan in accordance with the requirements of the Primary School Land Specification comprised in the Section 106 Agreement prior to completion of the School Land Transfer

Property (excluding private driveways or access roads intended to serve a specific building or number of buildings privately rather than for use by the public at large)

Incumbrances: means the rights, covenants and stipulations and all other matters referred to in the property register and charges register of Title Number [HD557755] as at [] on [].

Meanwhile Uses: such temporary uses to be agreed between the Transferor and Transferee both acting reasonably

Original Transferee: the party at panel 6 of this transfer

Original Transferor: the party at panel 5 of this transfer

Permitted Use: means:

- (a) Educational Use as first use and subject to the provisions of clause 15.1; and
- (b) Any Meanwhile Uses.

Plan: means the plan annexed to this transfer.

Planning Permission: means planning permission submitted or to be submitted to the local planning authority for Educational Use of the Property as varied or superseded from time to time or any other planning permission which may be granted in the future for an Educational Use on the Property.

Release Date: means the date that the development of the Property for Educational Use is practically completed.

Relevant Authorities: means the local planning authority local and county highway authorities town and parish councils drainage gas water electricity cable television and telecommunications companies and any other authority utility company body corporation or organisation concerned with the grant of planning permission or the control of development or the control of pollution or the adoption of roads and sewers and open space or the installation of Service Media and the provision of Services and the dispersal or disposal of surface water and "Relevant Authority" shall mean any one of them.

Retained Land: the remainder of the land registered under Title Number [HD557755] as at [] on [] but excluding the Property.

Retained Land Deed of Covenant: means a deed of covenant in the form set out in the Schedule to this Transfer or such other form as shall be approved by the Transferee (acting reasonably);

Retained Land Development: means the development of the Retained Land in accordance with the Retained Land Planning Permission;

Retained Land Planning Permission: the outline planning permission granted by [Three Rivers] on [] 2026 with reference [] together with any reserved matters approvals thereto and as (in either case) may be varied amended or replaced from time to time

Section 106 Agreement: the agreement pursuant to section 106 Town and Country Planning Act 1990 dated []

.....] 2026 made between [] as may from time to time be varied, supplemented, amended or substituted.

Services: means gas, electricity, fuel, oil, water, surface and foul drainage, telecommunications, air, smoke, light, information or any other matter or service from time to time including all other similar services that are properly intended to pass through or into Service Media.

Service Media: means drains, sewers, channels, water, gas and electric conduits, mains pipes, wires and cables, gutters, watercourses, fibre or laser optical fibres, electronic data or impulse transmission communication or reception systems or other service media of whatever nature and shall include sumps, balancing ponds, pumping and sub-stations and other facilities, plant and equipment ancillary to any such Service Media used for the passage of Services

Statutory Agreement: means any agreement under section 38 and/or section 106 of the Town and Country Planning Act 1990, section 278 of the Highways Act 1980, section 104 of the Water Industry Act 1991 and/or any other agreement, lease, deed of easement (including for the avoidance of doubt the grant of easements comprised in a lease or transfer) or wayleave agreement to be entered into with any statutory undertaker, utility companies or Relevant Authorities or bodies or their agents in connection with the construction of any roads Service Media or any other works which may be carried out by either the Transferor or the Transferee in connection with the lawful development of the Property or the Retained Land Development (as the context permits);

Transferee Excluded Disposition: means any of the following Disposals of the Property:

- (a) The grant of a lease of any part or the whole of the Property to an academy trust for the use of the Property in accordance with the Educational Use;
- (b) the lease, transfer, disposal for servicing or utility requirements or to a Relevant Authority including electricity substations, statutory under-takers, gas governors or pumping stations with associated easements; and
- (c) dedications and/or transfers of a road, footpath, verge, open space, play area or other land to a local statutory authority or other disposals that are required under the Section 106 Agreement or other Statutory Agreements.

Transferor Excluded Disposition: means any of the following Disposals of the Retained Land:

- (a) the lease or transfer of land for servicing or utility requirements or to a Relevant Authority including electricity substations, statutory undertakers, gas governors fibre cabinets or pumping stations;
- (b) dedications and/or transfers of a road, footpath, verge, open space, play area or other land to a local statutory authority
- (c) transfers or leases of any part of the Retained Land that are required under the Section 106 Agreement and/ or other Statutory Agreements;
- (d) transfers or leases of any Dwelling (or Dwellings) and their curtilage and associated car parking spaces and

garages constructed, partially constructed or to be constructed;

- (e) a transfer or grant of a lease to a registered provider, registered social landlord or housing association or otherwise a provider of Affordable Housing approved in accordance with the terms of the Section 106 Agreement or the relevant Statutory Agreement in respect of Affordable Housing which is required under the Section 106 Agreement or any Statutory Agreement and /or a planning permission of completed and constructed Dwelling (or at golden brick level or otherwise pursuant to an agreement to sell such Dwelling which contains obligations to construct the Dwellings);
- (f) a transfer or lease of car charging facilities serving the Dwellings constructed or to be constructed on the Retained Land;
- (g) a transfer or lease to a purchaser of a completed and constructed Dwelling and/or garage lease and/or reversion, either by way of freehold or long lease;
- (h) a compulsory sale pursuant to a compulsory purchase order or other statutory enforcement;
- (i) the grant of a garage lease to a company associated with the Transferor or the Transferor and/or the subsequent assignment of such garage lease to a purchaser of a Dwelling

12.2 Interpretation

The following rules of interpretation in this clause apply in this Transfer:

- (i) words importing the singular shall be construed as importing the plural and vice versa;
- (ii) words importing one gender shall be construed as importing all other genders;
- (iii) a person includes a corporate or unincorporated body and vice versa;
- (iv) unless otherwise stated, any reference to a provision of any legislation is a reference to that provision as amended, extended or re-enacted by any subsequent legislation and shall also include all orders, instruments, regulations, directions or plans made or issued under the legislation or deriving validity from it provided that as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;
- (v) the headings in this Transfer are for convenience only and shall not affect its interpretation;

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

- (vi) unless this Transfer states otherwise, any reference to a clause is a reference to a clause of this Transfer;
- (vii) obligations in this Transfer undertaken by more than a single person are joint and several obligations;
- (viii) any covenant by a party to this Transfer not to do any act is to be deemed to include an obligation on that party not to allow or suffer or permit any such act;
- (ix) any phrase following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (x) The Property is transferred subject to and with the benefit of the entries contained or referred to in the registers of Title Number [HD557755] as at [] on [] in so far as they relate to the Property;
- (xi) References to the Property include the whole and every part of the Property and references to the Retained Land include the whole and every part of the Retained Land.
- (xii) References to the Transferor or to the Transferee shall (unless otherwise stated) include their respective successors in title to the Retained Land and the Property.

13 Rights granted for the benefit of the Property

13.1 The following rights are granted for the benefit of the Property over the Retained Land (in common with all others having the like rights) for the benefit of the Transferee, its successors in title, persons deriving title under it or them, the occupiers for the time being of the Property and the Relevant Authorities and all persons authorised by it or them for all purposes connected with the present and future use of the Property to the intent that they shall be forever attached to the Property and each and every part of it:

13.1.1 Pending adoption of the Service Media, and subject to all requisite consents first being obtained from the Relevant Authority, to connect to (at the relevant Connection Point only) and use all Service Media that are now laid or may be laid in the future in through over or under the Retained Land for the free and uninterrupted passage of the Services to and from the Property for the Services for which such Service Media are designed PROVIDED THAT the capacity afforded to the Property in respect of such Service Media shall not be greater than that required for the Educational Use.

13.1.2 The right to divert or alter the position of any Services and/or Service Media serving the Retained Land that are laid on, under or over the Property provided that:

13.1.2.1 the amenity offered to the Retained Land is no less commodious and the capacity of such Service Media is not reduced and not

overloaded beyond the capacity they are designed to bear; and

13.1.2.2 any works done shall cause as little disruption and disturbance to the Services and the Retained Land and the owner and occupiers of the Retained Land as reasonably practicable; and

13.1.2.3 all requisite consents to such works must first be obtained from the Relevant Authority

13.1.2.4 the Transferee gives the Transferor reasonable prior written notice of such diversion or alteration and such works are carried out at the Transferee's sole cost.

13.1.3 The right upon reasonable prior written notice to the Transferor (except in case of emergency when no notice need be given) to enter and remain on any parts of the Retained Land that is not built upon (including any curtilage to any buildings on the Retained Land), as may be reasonably necessary with or without agents, professional advisers, workmen tools appliances scaffolding vehicles plant and equipment and materials for the purpose of:

13.1.3.1 complying with any pre-planning conditions and delivering any off-site planning works associated with any planning permission; and

13.1.3.2 inspecting, repairing and maintaining and/or carrying out works to the Property;

PROVIDED THAT the exercise of the above rights shall be subject to compliance with the Conditions of Entry.

13.1.4 The right following their construction to base course to pass and repass at all times to and from the public highway and for all purposes connected with access to and egress from the Property over and along the Estate Roads from time to time constructed on the Retained Land until (if ever) the same has been adopted by the local authority as maintainable at the public expense.

13.1.5 The right of subjacent and lateral support and shelter for the Property from the Retained Land is also granted for the benefit of the Property over the Retained Land.

13.1.6 The right to demolish, develop, redevelop, build new buildings upon and to rebuild, extend, alter, carry out any other works to and otherwise deal with the Property and/or any buildings or other structures from time to time erected on the Property and to use the Property and the buildings or any other structures that are on the Property in such manner as the Transferee thinks fit whether or not in doing so it restricts or interrupts the passage of light and/or air to the Retained Land or any buildings from time to time erected on the Retained Land without payment of compensation to the Transferor or any other person.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

14 Rights reserved for the benefit of other land

- 14.1 The following rights are excepted and reserved for the benefit of the Retained Land over the Property (in common with all others having the like rights) for all purposes connected with the present and future use of the Retained Land:
- 14.1.1 to divert or alter the position and/or route of any Service Media serving the Property that are laid on, under or over the Retained Land provided that:
 - 14.1.1.1 any works done shall cause as little disruption and disturbance to the Services and the Property and the owner and occupiers of the Property as reasonably practicable; and
 - 14.1.1.2 the Transferor gives the Transferee reasonable prior written notice of such diversion or alteration and such works are carried out at the Transferor's sole cost; and
 - 14.1.1.3 any alternative position shall be of similar size as the existing Services and Service Media, the amenity offered to the Property is not materially less commodious and the capacity of such Service Media is not reduced and not overloaded beyond the capacity they are designed to bear;
 - 14.1.2 The right of subjacent and lateral support and shelter for the Retained Land from the Property.
 - 14.1.3 Until commencement of the development of the Property the right upon reasonable prior written notice to the Transferee (except in case of emergency when no notice need be given) to enter and remain on any parts of the Property that is not built upon (including any curtilage to any buildings on the Property), as may be reasonably necessary with or without agents, professional advisers, workmen tools appliances scaffolding vehicles plant and equipment and materials for the purpose of:
 - 14.1.3.1 installing inspecting repairing renewing re-routing reinstalling replacing improving upgrading cleaning removing connecting into and/or maintaining any Service Media now existing or which may be laid under or over the Property and which serves the Retained Land;
 - 14.1.3.2 complying with any pre-planning conditions and delivering any off-site planning works associated with any planning permission; and
 - 14.1.3.3 inspecting, repairing and maintaining and/or carrying out works to the Retained land;
 - 14.1.3.4 PROVIDED THAT the exercise of the above rights shall be subject to compliance with the Conditions of Entry.
 - 14.1.4 The right to demolish, develop, redevelop, build new buildings upon and to rebuild, extend, alter, carry out

any other works to and otherwise deal with the Retained Land and/or any buildings or other structures from time to time erected on the Retained Land and to use the Retained Land and the buildings or any other structures that are on the Retained Land in such manner as the Transferor thinks fit whether or not in doing so it restricts or interrupts the passage of light and/or air to the Property or any buildings from time to time erected on the Property without payment of compensation to the Transferee or any other person.

Include words of covenant.

15 Restrictive covenants by the Transferee

- 15.1 The Transferee covenants with the Original Transferor not to use the Property other than for the Permitted Use for 25 years from and including the date of this Transfer (provided that the development of the Property for Educational Use and the grant of any leases or easements or wayleaves over the Property for servicing or utility requirements or to a Relevant Authority including electricity substations, statutory undertakers, gas governors or pumping stations with associated easements shall not constitute a breach of this obligation).
- 15.2 The Transferee covenants with the Transferor so as to bind the Property but not so as to render the Transferee (excluding its successors in title) personally liable (save as to any subsisting breach) after it has parted with all its interest in the Property and to the intent that the benefit thereof shall be annexed to and run with the Retained Land:
- 15.2.1 Not to knowingly obstruct or interfere with or permit to be obstructed or interfered with any of the rights reserved for the benefit of the Retained Land Provided That temporary obstruction or interference of the exercise of the rights where reasonably required for the purpose of exercising the rights granted in clause 13.1 shall not be a breach of this clause.
- 15.2.2 Not to do or cause or permit to be done on the Property anything which may become or cause a statutory nuisance injury or physical damage to any person or property or cause unreasonable interference in the reasonable and proper enjoyment of the Retained Land provided that the development and use of the Property for Permitted Use shall not constitute a breach of this clause.
- 15.2.3 Not to allow or permit or suffer anyone expressly or impliedly with the Transferee's permission or under the Transferee's control any noxious or deleterious effluent or other substance to pass into any Service Media capable of serving the Retained Land whether now or in the future;
- 15.2.4 Not to object or do or agree to do anything which will delay, hinder or prevent the Retained Land Development (including use thereafter in accordance with the Retained Land Development) PROVIDED THAT the development or preparation of the Property for Educational Use in accordance with a Planning Permission shall not be a breach of this obligation and PROVIDED ALSO THAT nothing in this clause shall be interpreted as fettering or restricting the Original Transferee's discretion as a local planning authority and provided that nothing in this subclause

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

15.2.4 shall prevent the Original Transferee raising reasonable comments or objections to any planning application.

- 15.2.5 Not to Dispose of the whole of any part of the Property without first procuring that the intended Disponee enters into a deed of covenant with the Transferor to observe and perform the covenants set out in clause 17.1, provided that the Transferor need not execute the same and save that a deed of covenant shall not be required in the event of a Transferee Excluded Disposition.

16 Restrictive Covenants by the Transferor

- 16.1 The Transferor covenants with the Transferee for the benefit of the Property and so as to bind the Retained Land but not so as to render the Transferor (excluding its successors in title) personally liable (save as to any subsisting breach) after it has parted with all its interest in the Retained Land and to the intent that the benefit thereof shall be annexed to and run with the Property:

16.1.1 not knowingly to obstruct or interfere with or permit to be obstructed or interfered with the exercise of the rights granted in favour of the Property pursuant to clause 13 Provided That temporary obstruction or interference of the exercise of the rights where reasonably required for the purpose of carrying out or preparing for the construction, laying, re-laying, diverting, altering renewing, repairing, maintaining, inspecting, cleaning of the Estate Roads and/or Service Media or in the exercise of the rights reserved in clause 14.1 shall not be a breach of this clause;

16.1.2 not to do or cause or permit to be done on the Retained Land anything which may become or cause a statutory nuisance injury or physical damage to the Transferee or any other owners or occupiers of the Property provided that the Retained Land Development shall not be a breach of this covenant;

16.1.3 not to deposit any debris, waste or hazardous materials (including waste pollutants, contaminants or other substances including liquids, solids, gases, ions and noise) that may be harmful to human health or other life or to the environment or to property that would prejudice the development of the Property for Educational Use and in accordance with the Planning Permission or otherwise;

16.1.4 not to Dispose of the whole or any part of the Retained Land (other than by way of a Transferor Excluded Disposition) without first procuring that the intended Disponee contemporaneously enters into a Retained Land Deed of Covenant and to supply a copy of any Retained Land Deed of Covenant to the Transferee upon written request;

17 Positive Covenants by the Transferee

The Transferee covenants with the Transferor for the benefit of the Retained Land as follows:

- 17.1 At the request of the Transferor to enter into (in its capacity as landowner of the Property only) any Statutory Agreements or any equivalent agreement in connection with the Retained

Land Development (including use thereafter in accordance with the Retained Land Development) and/or to ensure the construction, maintenance and adoption of the Estate Roads and Service Media PROVIDED THAT:

17.1.1 the Transferor will be responsible for the reasonable professional costs of the Transferee in entering into any such agreements and provide a full and sufficient indemnity in favour of the Transferee in relation to any liability it may incur arising out of such agreements

17.1.2 the Transferee shall not be obligated to enter into any Statutory Agreement that shall have a material adverse effect (and for the avoidance of doubt a material increase in the cost of delivery of or material acceleration of any obligations under the Section 106 Agreement or any Statutory Agreement shall constitute a material adverse effect) on the development and use of the Property for Educational Use;

17.1.3 nothing in this clause shall be interpreted as fettering or restricting the Original Transferee's discretion as a highways, education or local flood or local authority

17.2 The Transferee for the purpose of affording to the Transferor a full and sufficient indemnity against all actions claims and liabilities arising out of any future breach non-observance or non-performance but not further or otherwise hereby covenants with the Transferor that the Transferee as from the date of this Transfer will comply with the Incumbrances so far as they are enforceable and affect the Property

18 Positive covenants by the Transferor

18.1 The Transferor covenants with the Transferee for the benefit of the Property upon the request of the Transferee to enter into (in its capacity as landowner of the Retained Land only) any Statutory Agreements or any equivalent agreement in connection with the development of the Property for Educational Use.

18.2 The Transferor covenants with the Transferee:

18.2.1 that pending adoption by the Relevant Authority, the Transferor shall at its own expense maintain, repair, cleanse, empty, amend, and renew any pumping stations, balancing ponds, attenuation tanks, and associated pipes, wires, and equipment (hereinafter the "Drainage Apparatus") located within the Retained Land which serve the Property and keep this fully operational at all times in accordance with good industry practice and to the satisfaction of the Relevant Authority.

18.2.2 to use reasonable endeavours to procure the adoption of the Drainage Apparatus as soon as reasonably practicable after the date of this Transfer and the Transferor shall remain solely liable for all maintenance costs and operational liabilities of the Pumping Station until such adoption.

18.3 The Transferor covenants with the Transferee for the benefit of the Property not to object or do or agree to do anything which will delay, hinder or prevent the development of the Property in accordance with the Planning Permission.

19 Excluded Disposition by Transferee

The Transferee and Transferor confirms that the restriction referred to at clause 21.1 shall no longer be required on the title to any part of the Property that has been the subject of a Transferee Excluded Disposition and the Transferor consents (for the purposes of paragraph 98 of the Land Registration Rules 2003 or such successor or replacement legislation) to the withdrawal of the restriction referred to at clause 21.1 in respect of any part of the Property that has been the subject of a Transferee Excluded Disposition and the submission of a form RX4 (or such replacement Land Registry form for the withdrawal of a restriction) for the withdrawal of the restriction from the part(s) of the Property which are the subject of such Transferee Excluded Disposition and irrevocably authorises the Transferee to sign and submit such form RX4 (or such replacement Land Registry form for the withdrawal of a restriction) PROVIDED THAT where the Transferee Excluded Disposition is any Disposal other than a freehold transfer, the restriction shall continue to be required on the freehold title to the Property (or the relevant part of the Property) following the grant of the relevant Transferee Excluded Disposition.

20 Excluded Disposition by Transferor:

The Transferee and Transferor confirms that the restriction referred to at clause 21.4 shall no longer be required on the title to any part of the Retained Land that has been the subject of a Transferor Excluded Disposition and the Transferee irrevocably consents (for the purposes of paragraph 98 of the Land Registration Rules 2003 or such successor or replacement legislation) to the withdrawal of the restriction referred to at clause 21.4 in respect of any part of the Retained Land that has been the subject of a Transferor Excluded Disposition and the submission by or on behalf of the Transferor of a form RX4 (or such replacement Land Registry form for the withdrawal of a restriction) for the withdrawal of the restriction from the part(s) of the Retained Land which are the subject of such Transferor Excluded Disposition and irrevocably authorises the Transferor to sign and submit such form RX4 (or such replacement Land Registry form for the withdrawal of a restriction) PROVIDED THAT where the Transferor Excluded Disposition is any Disposal other than a freehold transfer, the restriction shall continue to be required on the freehold title to the Retained Land (or the relevant part of the Retained Land) following the relevant Transferor Excluded Disposition.

21 Agreements and Declarations

- 21.1 The Transferee hereby applies to the Registrar for entry of a restriction on the registers of title to the Property in the following terms:

“No transfer or lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the date of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 15.2.5 of the transfer dated [] made between (1) [] and (2) Hertfordshire County Council have been complied with or that they do not apply”

- 21.2 A person who is not a party to this Transfer shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or

remedy of a third party which exists or is available apart from that Act.

- 21.3 The Transferor and the Transferee declare that section 62 Law of Property Act 1925 does not apply to this transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property by this transfer except for those expressly granted by this Transfer.
- 21.4 The Transferor hereby applies to the Registrar for entry of a restriction on the registers of title to the Retained Land in the following terms:
- “No transfer or lease of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 16.1.4 of the transfer dated [] made between (1) [] and (2) Hertfordshire County Council have been complied with or that they do not apply.”
- 21.5 The Transferor and Transferee agree and undertake with each other that they will co-operate with each other and act in good faith with each other and so as not to ransom each other.

SCHEDULE

Form of Retained Land Deed of Covenant

THIS DEED OF COVENANT is made on [] 20[]

BETWEEN:

(1) [insert full name of covenantor] [of [address]] OR [a company incorporated in [England and Wales] with registered number [] whose registered office is at [address]] (the "Covenantor"); and

(2) HERTFORDSHIRE COUNTY COUNCIL of First Floor, Robertson House, Six Hills Way, Stevenage, SG1 2FQ (the "Covenantee").

RECITALS

(A) By a transfer dated [] and made between (1) [] and (2) Hertfordshire County Council (the "Transfer") land described therein as the Property (the "Property") was transferred to the Covenantee.

(B) The Retained Land (as defined in the Transfer) comprises the remainder of the land registered under Title Number [] but excluding the Property.

(C) The Covenantor has acquired [the whole] OR [part] of the Retained Land [being the land registered under Title Number []] OR [being the land shown edged [] on the plan attached to this deed] (the "Covenantor's Land").

(D) The Transfer contains covenants relating to the Retained Land which are expressed to bind the Retained Land for the benefit of the Property.

(E) Pursuant to clause 16.1.4 of the Transfer, the Covenantor is required to enter into this deed of covenant to observe and perform the covenants set out in clauses 18.1 and 18.2 of the Transfer.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

- 1.1 *In this deed, unless the context otherwise requires, words and expressions defined in the Transfer shall have the same meanings when used in this deed.*
- 1.2 *References to the "Transfer" mean the transfer referred to in Recital (A) above.*
- 1.3 *References to the Covenantor include the Covenantor's successors in title to the Covenantor's Land (or any part thereof).*
- 1.4 *References to the Covenantee include the Covenantee's successors in title to the Property (or any part thereof).*

2 COVENANT

- 2.1 *The Covenantor hereby covenants with the Covenantee for the benefit of the Property and so as to bind the Covenantor's Land that the Covenantor and its successors in title to the Covenantor's Land will at all times hereafter observe and perform the covenants and obligations set out or referred to in clauses 18.1 and 18.2 of the Transfer in so far as the same relate to or affect the Covenantor's Land as if the same were set out in full in this deed and as if references therein to the Transferor were references to the Covenantor and as if references therein to the Retained Land were references to the Covenantor's Land.*
- 2.2 *The Covenantor covenants with the Covenantee to indemnify and keep indemnified the Covenantee against all actions, proceedings, costs, claims, expenses, demands and liabilities arising directly or indirectly from any breach, non-observance or non-performance of the covenants and obligations referred to in clause 2.1 above in relation to the Covenantor's Land.*

3 RELEASE

- 3.1 *The Covenantor shall not be personally liable for any breach of the covenants contained in this deed occurring after it has parted with all of its interest in the Covenantor's Land (save as to any subsisting breach at such time).*

4 GOVERNING LAW AND JURISDICTION

- 4.1 *This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.*
- 4.2 *The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).*

5 THIRD PARTY RIGHTS

- 5.1 *A person who is not a party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or*

remedy of a third party which exists or is available apart from that Act.

IN WITNESS whereof this deed has been executed and delivered on the date stated at the beginning of this deed.

EXECUTED as a DEED by [insert name of individual Covenantor] in the presence of:

Signature of Covenantor:

Witness signature:

Witness name:

Witness address:

OR

EXECUTED as a DEED by [insert name of corporate Covenantor] acting by [two directors] OR [a director and its secretary] OR [a director in the presence of a witness]:

Director signature:

Director name (print):

Director/Secretary signature:

Director/Secretary name (print):

[Witness signature:]

[Witness name:]

[Witness address:]

[END OF RETAINED LAND DEED OF COVENANT]

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

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to *Joint property ownership* and practice guide 24: *private trusts of land* for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

6 Execution

[Execution clause for Transferor]

THE COMMON SEAL of)
Hertfordshire County Council

was hereunto affixed to this deed)
in the presence of :-)

Authorised Signatory:

Print Name & Position:

WARNING

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

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

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

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Annex 1

Proforma - Event Notification and Payment

PURSUANT TO SECTION 106 AGREEMENT/UNILATERAL UNDERTAKING

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

HCC LEGAL REFERENCE

SITE ADDRESS

.....

.....

SITE OWNER DETAILS

Name

Contact name

Address

.....

.....

Telephone nos.

Main

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

.....

Annex 2

PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount	Interim Indexation	Final Indexation	Total	Payable to
Example Education (primary)	X £	Y £	Z £	X+Y £	Herts County Council

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) Director of Law and Governance

Hertfordshire County Council

1st Floor Robertson House,

Six Hills Way

Stevenage

SG1 2FQ

growth@hertfordshire.gov.uk

(Ref : 028385)