

Dated

30 July

2026

Ajit Kaur Gill

and

Burlington Developments London Ltd

Planning Obligation by
Unilateral Undertaking pursuant
to Section 106 of the Town and
Country Planning Act 1990 (as
amended) and other powers in
relation to land east of Oxhey
Lane, Carpenders Park,
Hertfordshire

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This Deed of Unilateral Undertaking is dated

30 July

2026

GIVEN BY:

- (1) **Ajit Kaur Gill** of Lynton House, 7-12 Tavistock Square, London WC1H 9LT (the **Owner**); and
- (2) **Burlington Developments London Ltd** (company registration number 09917703) of 67 Westow Street, Upper Norwood, London SE19 3RW (the **Developer**);

TO:

- (1) **Three Rivers District Council** of Three Rivers House, Northway, Rickmansworth WD3 1RL (the **Council**); and
- (2) **Hertfordshire County Council** of County Hall, Pegs Lane, Hertford SG13 8DQ (the **County Council**).

Background

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the administrative area within which the Site is situated and by whom the obligations contained in this Deed are enforceable.
- (B) The County Council is the local highway authority, waste authority, social services authority and education authority for the area in which the Site is situated.
- (C) The Owner is the freehold owner of the Site which is registered at HM Land Registry under title number HD4801.
- (D) By an agreement dated 28 March 2024, the Developer has an option to acquire the freehold interest in the Site from the Owner.
- (E) On 11 June 2025, the Planning Application was submitted to the Council on behalf of the Developer.
- (F) On 19 March 2026, the Council's Planning Committee resolved to refuse to grant the Planning Permission.
- (G) By a letter dated 25 March 2026, the Secretary of State has called-in the Planning Application for his own determination pursuant to section 77 of the 1990 Act.
- (H) The Owners have agreed to enter into this Deed in support of the Planning Application.
- (I) Except for the Relevant Clauses, the Owners 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 as follows:

I. DEFINITIONS AND INTERPRETATION

- I.1 The following words and phrases shall unless the context otherwise requires bear the following meanings. Individual Schedules to this Deed contain specific definitions where those definitions are only relevant to that individual Schedule. To the extent that there is a definition that applies to the clauses in this Deed and/or more than one Schedule then the definition is generally contained in this clause I.1 but otherwise any definition contained in a Schedule shall also apply to the clauses in this Deed:

1990 Act means the Town and Country Planning Act 1990;

BCIS Index means the Building Cost Information Service All-in Tender Price Index published from time to time (or any successor or replacement index);

BCIS Regional Factor means the Building Cost Information Service Tender Price Index by Location (Using 2000 boundaries data) for East of England (or any successor or replacement index);

CIL Regulations means the Community Infrastructure Levy Regulations 2010 (as amended);

Commencement means the date on which any material operation (as defined in section 56(4) of the 1990 Act) begins to be carried out other than (for the purposes of this Deed only) operations consisting of:

- (a) site clearance;
- (b) demolition works;
- (c) archaeological investigations;
- (d) investigations for the purpose of assessing ground conditions;
- (e) remedial work in respect of any contamination or other adverse ground conditions;
- (f) diversion and laying of services;
- (g) any underground works;
- (h) laying out of accesses (whether temporary or permanent);
- (i) erection of any temporary means of enclosure/site security;
- (j) temporary display of site notices or advertisements; and
- (k) any other preparatory works as may be agreed with the Council,

and **Commence** and **Commenced** shall be construed accordingly;

Commencement Date means the date when the Development is Commenced;

Council Contribution means each of the following:

- (a) Healthcare Contribution;
- (b) Beryl Bikes Contribution;

- (b) Housing with Care Contribution; and
- (c) Council Monitoring Fee,

and **Council Contributions** shall be construed accordingly;

County Council Contribution means each of the following:

- (a) Bus Service Contribution;
- (b) Bus Infrastructure Contribution;
- (c) Waste Transfer Station Contribution;
- (d) SEND Contribution;
- (e) Secondary Education Contribution;
- (f) Residential Travel Plan Monitoring Fee; and
- (g) Housing with Care Travel Plan Monitoring Fee,

and **County Council Contributions** shall be construed accordingly;

Council Monitoring Fee means the sum of one thousand nine hundred and fifty five pounds (£1,995.00) Index Linked made up by the following sums as contributions towards the Council's monitoring of the following obligations set out in this Deed:

- (a) six hundred and seventy-three pounds (£673) in relation to the delivery of the Affordable Housing on the Site;
- (b) three hundred and four pounds (£304) in relation to the Housing with Care Contribution;
- (c) three hundred and twenty-six pounds (£326) in relation to the Self-Build obligations;
- (d) three hundred and twenty-six pounds (£326) in relation to the Housing with Care Units; and
- (e) three hundred and twenty-six pounds (£326) in relation to off-Site Biodiversity Net Gain;

County Council Monitoring Fee means the sum of eight thousand four hundred pounds (£8,400) Index Linked to be used towards the County Council's reasonable and proper administrative costs of monitoring compliance with the provision of this Deed;

Decision Letter means the decision letter issued by, or on behalf of, the Secretary of State in relation to the Planning Application;

Deed means this deed of unilateral undertaking;

Development means the development as permitted by the Planning Permission;

Due Date means the date (or trigger) when each Council Contribution and/or County Council Contribution is required to be paid in accordance with this Deed;

Expert means an independent person of at least ten (10) years' experience in the area of expertise relevant to the nature of the dispute and in relation to any technical matters shall be a suitably qualified professional expert in that area/field such person to be appointed by the President of the Royal Town Planning Institute or (in the case of the Habitat Management and Monitoring Plan) the President of the Chartered Institute of Ecology and Environmental Management;

Force Majeure Event means the following circumstances not within the control of the Owners which prevent or delay the Owners from performing their obligations pursuant to this Deed:

- (a) an act of God such as a drought, flood or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict;
- (d) nuclear, chemical or biological contamination;
- (e) epizootic; or
- (f) compulsory purchase of any part of the Site;

Homes England means the agency of that name established by the Government (pursuant to the Housing and Regeneration Act 2008) which exercises the function of the former Housing Corporation in relation to financial assistance for new Affordable Housing (or any successor body);

Index means the 'All-in Tender Price Index' as published by the Building Cost Information Service (or, if this index ceases to exist, any equivalent index that is published from time to time);

Index Linked means:

- (a) the Council Contributions shall be adjusted in proportion to the increase (if any) in the Retail Prices Index between Q1 2024 and the date of payment;
- (b) the Council Monitoring Fee shall be adjusted in proportion to the increase (if any) in the Retail Prices Index between Q1 2024 and the date of payment;
- (c) the Bus Service Contribution shall be adjusted in proportion to the increase (if any) from the date of the provision of the estimate (December 2025) against the Consideration of Passengers Transport (CPT) Cost Monitoring Report to the date of payment;
- (d) the Bus Infrastructure Contribution shall be adjusted in proportion to the increase (if any) in the SPONS Index between December 2025 and the date of payment;
- (e) the Secondary Education Contribution and the SEND Contribution shall be adjusted in proportion to the increase (if any) in the BCIS Regional Factor between Q1 2024 and the date of payment;

- (f) the Waste Transfer Station Contribution shall be adjusted in proportion to the increase (if any) in the BCIS Index between Q1 2024 and the date of payment;
- (g) the County Council Monitoring Fee shall be adjusted in proportion to the increase (if any) in the Retail Prices Index between January 2024 and the date of payment; and
- (h) the Residential Travel Plan Monitoring Fee and the Housing with Care Travel Plan Monitoring Fee shall be adjusted in proportion to the increase (if any) in the Retail Prices Index between May 2014 and the date of payment;

Interest Rate means four percent (4%) per annum above the base lending rate of Barclays Bank PLC or such other bank as the Council or the County Council (as the case may be) uses from time to time applicable at the actual date of payment;

Local Area means the Council's administrative area;

Market Units means the Residential Units that are not Affordable Housing Units or Self-Build and Custom Build Units;

Market Value means the open market value as assessed by a Valuer of the relevant Residential Unit and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS);

Occupation means occupation for the purposes permitted by the Planning Permission but always excluding occupation by personnel engaged in construction, fitting-out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupy, Occupier** and **Occupied** shall be construed accordingly;

Occupation Date means the date when the Development (or any part of it) is first Occupied;

Owners means the Owner and the Developer jointly and severally;

Party means a party to this Deed and their respective successors and those deriving title under them and **Parties** shall be construed accordingly;

Planning Application means the application for outline planning permission dated 21 May 2026 bearing the Council's reference number: 25/1020/OUT for up to 256 homes (C3 use class) (including affordable and self/custom build housing), housing with care (C2 use class), a children's home (for looked after children) (C2 use class) together with associated access (including off-site highway works), parking, open space and landscaping (appearance, layout, landscaping and scale as reserved matters) in respect of the Site;

Planning Permission means planning permission granted pursuant to the Planning Application (as may be amended from time to time pursuant to section 96A of the 1990 Act);

Practical Completion means the proper issue of a certificate of practical completion of any works or any part, section or phase of any works carried out pursuant to this Deed in each case as issued by an independent architect, engineer or other certifying professional (as the case may be) confirming that the relevant works are fit for their intended purpose and available for use and, in the case of the Self-Build and Custom Build Units, the Affordable Housing Units, the Housing with Care Units and the Children's Home, confirming that their construction is complete internally and externally, is in a Serviced Condition and is suitable

and available for Occupation and **Completion, Completed and Complete** shall be construed accordingly;

Reasonable Endeavours means that (subject to the other terms of this Deed) the Party under such an obligation will be bound to attempt to fulfil the relevant obligation by the expenditure of such reasonable and proportionate effort and/or sums of money and the engagement of such professional or other advisors as in all the circumstances may be reasonable to expect PROVIDED THAT the Party will not be required to issue proceedings (including any appeal) in any court, public inquiry or other hearing;

Referral Criteria means all of the following:

- (a) the Relevant Submission has been made to the Council; and
- (b) the Council has failed to approve the Relevant Submission within the Referral Period;

Referral Period means the period of six (6) months starting on the date when the first Relevant Submission is received by the Council and/or the County Council (as the case may be) (or such longer period as is agreed in writing by the Owners and the Council and/or the County Council (as the case may be));

Relevant Clauses means any of the clauses 12.2.1, 12.2.2, 12.2.3, 12.2.7 and 12.2.8 of this Deed and **Relevant Clause** shall be construed accordingly;

Relevant Person means any person falling within any of the categories in clauses 0, 12.1.1 or 12.1.2 of this Deed;

Relevant Submission means the submission in writing of any of the following (as applicable) to the Council and/or the County Council (as the case may be) for approval:

- (a) the Affordable Housing Scheme (including any amendments to any approved Affordable Housing Scheme);
- (b) the proposed location of the Self-Build and Custom Build Plots;
- (c) the Marketing Strategy (including any amendments to any approved Marketing Strategy);
- (d) the Housing with Care Scheme (including any amendments to the approved Housing with Care Scheme); and
- (e) the Habitat Management and Monitoring Plan (including any amendments to any approved Habitat Management and Monitoring Plan);

Residential Units means the two hundred and fifty-six (256) residential units (use class C3) constructed as part of the Development and, for the avoidance of doubt, does not include the Children's Home (Use Class C2) and the Housing with Care Units (Use Class C2) and **Residential Unit** shall be construed accordingly;

Reserved Matters Approval means an approval pursuant to the Planning Permission for any and/or all of:

- (a) appearance;

- (b) landscaping;
- (c) layout; and
- (d) scale,

or any such other matter that may be prescribed as a reserved matter pursuant to the Town and Country Planning (Development Management Procedure) Order 2015;

Retail Prices Index means the retail prices index as published by the Office for National Statistics or, if the retail prices index ceases to exist, such substitute or replacement index as is published from time to time;

Secretary of State means the Secretary of State for Housing, Local Government and Communities (or such other person or organisation who has the jurisdiction from time to time to determine the Appeals) including an inspector who is appointed to act on his behalf;

Section 73 Consent means a planning permission granted pursuant to section 73 and/or section 73B of the 1990 Act which varies and/or removes any condition(s) subject to which the Planning Permission and/or any subsequent planning permission pursuant to section 73 of the 1990 Act was granted;

Serviced Condition means, in relation to:

- (a) land to be used for Affordable Housing Units, the provision of roads, sewers, water, effluent, fuel, oil, electricity and telecommunications to the boundary of that land so as to enable such land to be Occupied; and
- (b) 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, mains 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;
- (c) the Housing with Care Land, the provision and connection of sufficient and appropriate vehicular and pedestrian access from the public highway to the Housing with Care Land, mains sewers, water and effluent, fuel, oil, electricity and telecommunications to the boundary of the Housing with Care Land so as to enable the Housing with Care Land to be Occupied;
- (d) each Self-Build and Custom Build Plot, the provision of roads, sewers, water, effluent, fuel, oil, electricity and telecommunications to the boundary of that Self-Build and Custom Build Plot so as to enable that Self-Build and Custom Build Plot to be Occupied,

and **Service, Services** and **Serviced** shall be construed accordingly;

Site means the land to the east of Oxhey Lane, Carpenders Park as shown edged in red on drawing number P24-2204_DE_001_2 as appended at Schedule 2;

SPONS Index means the index linked by reference to the price adjustment formula for construction contracts in the monthly bulletin of indices published by the Building Cost Information Service (BCIS) as collated into a single index known as the Price Adjustment Formulae Indices (Civil Engineering) Series 2 (or any successor or replacement index);

Transfer means a transfer of the freehold interest in the relevant part of the Site and **Transferred** shall be construed accordingly;

Use Class C2 means use within class C2 of the Town and Country Planning (Use Classes) Order 1987 (as amended) (which excludes any guest accommodation provided to serve the Housing with Care Units);

Valuer means a Member or Fellow of the Royal Institution of Chartered Surveyors being a registered valuer and acting in an independent capacity; and

Working Day means a day other than a Saturday or Sunday or public holiday in England.

- 1.2 Covenants by any party which comprise more than one person shall be deemed to be joint and several and words importing persons will include firms, companies and corporations and vice versa and where expressed in the singular will include the plural and vice versa and words of masculine gender will include the feminine and neuter gender and vice versa.
- 1.3 References in this Deed to any recital, clause, Schedule or paragraph (or any part of them) shall unless the context otherwise requires be references to a recital, clause, schedule or paragraph (or any part of them) of this Deed.
- 1.4 References in this Deed to any enactment, regulation or order includes any statutory modification or re-enactment thereof for the time being in force.
- 1.5 Headings in this Deed are for ease of reference only and are not intended to be construed as part of this Deed.
- 1.6 References in this Deed to the Owner or the Developer (as the case may be) shall include any successor to their respective interests in the Site and those deriving title from them.
- 1.7 References in this Deed to the Council shall include any successor to its functions as the local planning authority in relation to the Site and any body to which all or part of its functions may lawfully have been transferred.
- 1.8 References in this Deed to the County Council shall include any successor to its functions as the local highway authority, waste authority and education authority in relation to the Site and any body to which all or part of its functions may lawfully have been transferred.
- 1.9 Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 1.10 For the purposes of interpreting this Deed reference may be had to the Planning Permission.

2. **STATUTORY PROVISIONS**

- 2.1 This Deed is entered into pursuant to:
 - 2.1.1 section 106 of the 1990 Act and is a planning obligation for the purposes of that section;
 - 2.1.2 section 111 of the Local Government Act 1972;
 - 2.1.3 section 1 of the Localism Act 2011; and

2.1.4 all other enabling powers,

with an intent to bind the Site (and each and every part of it) upon the terms set out in this Deed and the Parties subject to the provisions of clauses 3 (conditionality), 6 (release upon parting with interest) and 7 (circumstances in which this Deed shall fall away).

2.2 This Deed is enforceable by:

2.2.1 the Council in respect of the covenants and obligations set out in Schedules 2 (triggers), 3 (financial contributions payable to the County Council), 5 (Affordable Housing), 6 (Self-Build and Custom Build Units), 7 (Housing with Care Units) and 9 (Biodiversity Net Gain); and

2.2.2 the County Council in respect of the covenants and obligations set out in Schedules 2 (triggers), 4 (financial contributions payable to the County Council), 7 (Housing with Care Units) and 8 (Children's Home),

in accordance with section 106 of the 1990 Act.

3. **CONDITIONALITY**

3.1 Unless otherwise required in order to give legal effect to any provision in this Deed, the covenants and obligations in this Deed in respect of the Development are conditional upon:

3.1.1 the grant of the Planning Permission; and

3.1.2 Commencement of the Development,

save clause 14 (legal costs) (which shall come into legal effect upon the date of this Deed) and clauses 15.1 and 15.2, paragraph 1.1.1 of Schedule 2, paragraphs 2.1, 2.2, 5.1, 5.2, 6.1, 6.2.1, 6.2.2, 7.1, 7.2.1, 7.2.2, 8.1, 8.2, 8.3, 8.4 and 8.5 of Schedule 4, paragraphs 3.1 and 3.2 of Schedule 5, paragraphs 2.1, 2.2, 3.1 and 3.2 of Schedule 6 and paragraphs 2.1, 2.2, 4.1 and 4.2 of Schedule 9 (which shall come into legal effect upon the grant of the Planning Permission).

4. **OWNERS' OBLIGATIONS**

4.1 The Owners hereby covenant with the Council, so as to bind their interest in the Site (and each and every part of it), to observe and perform the covenants restrictions stipulations and obligations as set out in Schedules 2, 3, 5, 6, 7 and 9.

4.2 The Owners hereby covenant with the County Council, so as to bind their interest in the Site (and each and every part of it), to observe and perform the covenants restrictions stipulations and obligations as set out in Schedules 2, 4, 7 and 8.

4.3 No Party shall be liable to observe and fulfil the obligations, restrictions and requirements specified in this Deed insofar as such obligations, restrictions and requirements relate to any part of the Site in which that Party has no legal interest nor shall any Party be liable for any breach of the obligations in this Deed insofar as that breach relates to any part of the Site in which that Party has no legal interest save for any antecedent breach of this Deed by that Party in respect of that part of the Site PROVIDED THAT, for the avoidance of doubt:

4.3.1 nothing in this clause shall in any way affect the Owners' obligations to pay the Council Contributions and the County Council Contributions in accordance with Schedules 3 and 4 of this Deed; and

4.3.2 this clause is subject always to clause 6.

5. **LOCAL LAND CHARGE**

5.1 This Deed is registrable as a local land charge for the purposes of the Local Land Charges Act 1975.

6. **RELEASE**

6.1 Any Party shall upon parting:

6.1.1 with their entire interest in any part of the Site be released from all obligations and duties under the terms of this Deed insofar as they relate to or are binding on that part of the Site; and

6.1.2 with the entirety of their interest in the Site be released from all liabilities whatsoever under the terms of this Deed.

6.2 The releases provided for in clause 6.1 shall not apply to any prior or existing breach of this Deed as at the date of disposal or any breach occurring in connection with the parting of the relevant interest.

7. **LAPSE**

7.1 This Deed shall cease to have effect in respect of the Development should the Planning Permission be quashed, revoked in its entirety or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement Date, in which case the Owners shall be entitled to request in writing the Council to effect the cancellation of any entry made in its register of local land charges in respect of this Deed in relation to the Site.

7.2 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Deed.

8. **FUTURE DEVELOPMENT**

8.1 Nothing in this Deed shall prohibit or limit the right to develop the Site (or any part of it) in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

9. **DISCHARGE BY PERFORMANCE**

9.1 Upon the performance, discharge or other fulfilment of the obligations (or any of them) of the Owners under this Deed, such obligation shall absolutely cease and determine save in respect of any antecedent breach.

9.2 Following the full and proper performance and satisfaction of all the obligations contained within this Deed the Owners shall be entitled to request in writing the Council to effect the cancellation of all entries made in its register of local land charges in respect of this Deed.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 10.1 Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

11. NOTICES

- 11.1 Any notice to be given to any Party pursuant to this Deed shall be deemed to be sufficiently served if delivered personally or sent recorded delivery service or sent by facsimile to the Parties at the respective addresses specified above or as otherwise notified in writing by one Party to the other.

12. INDIVIDUAL OCCUPIERS AND OWNERS

- 12.1 Subject to clause 12.2, this Deed shall not be enforceable against the following:

individual owners and/or occupiers of (as the case may be) of Residential Units and/or Housing With Care Units and/or the County Council as owner of the Children's Home nor individual occupiers of the Children's Home (including their respective successors in title and their mortgagee or chargee (or any receiver including any receiver appointed to the Law of Property Act 1925) or an administrative receiver appointed by such mortgagee or chargee;

- 12.1.1 any person appointed under any security documentation to enable such mortgagee or chargee referred to above to release its security or any administrator (however appointed) including a housing administrator (each a receiver); or

- 12.1.2 any person who is a successor in title or derives title through or under any such mortgagee or chargee (or such receiver) referred to above

- 12.2 Subject to clause 17.2, the following shall be enforceable against any Relevant Person:

- 12.2.1 paragraphs 2.3, 3.3 and 4.3 of Schedule 3;

- 12.2.2 paragraphs 3.3, 4.3, 6.2.4, 6.2.6, 7.2.4 and 7.2.6 of Schedule 4;

- 12.2.3 paragraph 4.1 of Schedule 5;

- 12.2.4 paragraphs 4.2.1 and 4.3.2 of Schedule 5 in respect of the Social Rent Units;

- 12.2.5 paragraphs 4.2.2 and 4.4 of Schedule 5 in respect of the Shared Ownership Units;

- 12.1.7 paragraphs 2.2, 3.2 and 4.4 of Schedule 7;

- 12.2.6 paragraphs 5.3 and 6.1 of Schedule 7 in respect of the Housing Care Units;

- 12.2.8 paragraph 2.2 of Schedule 8; and

- 12.2.9 paragraphs 4.1.1 and 4.2.1 of Schedule 8 in respect of the Children's Home.

13. STATUTORY UNDERTAKERS

- 13.1 None of the covenants and obligations or other provisions in this Deed shall be binding upon or enforceable against any statutory undertaker or other person who acquires an interest in

any part of the Site for the sole purposes of the supply of electricity, gas, water, drainage, telecommunication services and/or public transport services within or from the Site including their successors in title.

14. LEGAL COSTS

14.1 On or before completion of this Deed, the Owners shall pay:

14.1.1 the Council's reasonable legal costs that are properly incurred in the negotiation of this Deed; and

14.1.2 the County Council's reasonable legal costs that are properly incurred in the negotiation of this Deed.

15. MONITORING FEES

15.1 The Owners shall pay:

15.1.1 the Council Monitoring Fee to the Council; and

15.1.2 the County Council Monitoring Fee to the County Council,
prior to the Commencement Date.

15.2 The Owners shall not Commence the Development or continue with development after Commencement unless and until:

15.2.1 the Council Monitoring Fee has been paid to the Council; and

15.2.2 the County Council Monitoring Fee has been paid to the County Council.

16. LAND OUTSIDE CONTROL

16.1 Nothing in this Deed shall require the performance of any obligation whatsoever in, over or under land outside the ownership or control of the Party to perform the obligation unless such land shall be within the public highway.

17. CIL REGULATIONS

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

17.1.1 necessary to make the Development acceptable in planning terms;

17.1.2 directly related to the Development; and

17.1.3 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 covenant or obligation in determining the Planning Application, then that covenant(s) or 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.

- 17.2 Any of the Relevant Clauses shall only apply where the Secretary of State determines in the Decision Letter that such Relevant Clause (or all of the Relevant Clauses, as the case may be) satisfies the requirements of regulation 122 of the CIL Regulations by virtue of being:

17.2.1 necessary to make the Development acceptable in planning terms;

17.2.2 directly related to the Development; and

17.2.3 fairly and reasonably related in scale and kind to the Development,

PROVIDED THAT, for the avoidance of any doubt, if the Secretary of State does not reach any conclusion about a Relevant Clause in the Decision Letter, then it shall conclusively be deemed that that Relevant Clause shall not apply and no Relevant Person shall be under any obligation to comply with it.

- 17.3 Clauses 17.1 and 17.2 shall not affect the remaining obligations within this Deed which shall continue to have full force and effect.

18. **MORTGAGEE PROTECTION**

- 18.1 The obligations in this Deed shall not be enforceable against any mortgagee or chargee of the whole or any part of the Site from time to time (or any person deriving title from such mortgagee or chargee from time to time) unless and until any such mortgagee or chargee from time to time takes possession of the Site (or the part of it to which such obligation relates) in which case it shall be liable as if it were a successor in title to the Owners in relation to the Site (or the relevant part of it).

19. **FETTER**

- 19.1 Nothing in this Deed or implied from this Deed shall prejudice or affect the Council's and/or the County Council's respective discretion, powers, duties and/or obligations in the exercise of their functions as a local authority and the discretion, powers, duties and/or obligations of the Council and/or the County Council under all public and private statutes, bylaws, orders and regulations may be fully and effectively exercised in relation to the Site.

20. **WAIVER**

- 20.1 No waiver (whether expressed or implied) by the Council and/or the County Council (as the case may be) of any breach or default in performing or observing any of the covenants and obligations in this Deed shall constitute a continuing waiver and no waiver shall prevent the Council and/or the County Council (or either one of them) from enforcing any of the said covenants and obligations or from acting upon any subsequent breach or default in respect of them.

21. **SECTION 73 CONSENT**

- 21.1 Unless otherwise agreed between the Owners and the Council, if a Section 73 Consent is granted by the Council in relation to the Site, then with effect from the date that each such Section 73 Consent is granted:

21.1.1 the obligations in this Deed shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent Section 73 Consents and the Development without any further act by the Owners and the Council;

- 21.1.2 the definitions of the Planning Application, Development, and Planning Permission in this Deed shall be construed to include references to any application submitted under section 73 and/or section 73B of the 1990 Act, the Section 73 Consent granted pursuant to any such application and the development permitted by such Section 73 Consent

PROVIDED THAT:

- (a) nothing in this clause shall fetter the discretion of the Council in determining any application(s) under section 73 of the 1990 Act or from requiring a deed of variation; and
- (b) to the extent that any of the obligations in this Deed have already been discharged at the date that any Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and
- (c) nothing in this clause shall fetter the County Council's discretion determining the nature and/or quantum of obligations under section 106 of the 1990 Act in so far as they are materially different to those contained in this Deed for the purposes of its representations to the Council in relation to a determination by the Council under section 73 of the 1990 Act whether by way of a new deed or supplemental deed pursuant to section 106A of the 1990 Act.

22. INTEREST

- 22.1 If any Council Contribution or County Council Contribution has not been paid to the Council or the County Council (as the case may be) by the Due Date, the Owners shall pay the Council or the County Council (as the case may be) interest on that amount at the Interest Rate with such interest accruing on a daily basis for the period from the date when payment is due until (and including) the date of actual payment PROVIDED THAT, notwithstanding that the Owners shall pay Interest on the Index Linked sum, the Owners shall also be responsible for the amount of Indexation between the Due Date to the date of actual payment even though that additional Indexation attracts no Interest.

23. VAT

- 23.1 Each amount stated to be payable pursuant to this Deed is exclusive of any VAT that is payable.

24. FORCE MAJEURE

- 24.1 No person shall be liable for breach of, or otherwise liable for any failure or delay in the performance of, any obligation contained under this Deed during a Force Majeure Event where it is shown that:

- 24.1.1 the breach occurred either:

- (a) as a result of, or performance of the obligation was prevented, hindered or delayed by, a Force Majeure Event; or
- (b) as a result of doing, or not doing, something in an emergency in circumstances where it was necessary for that to be done, or not done, in order to prevent loss of life or injury to any person;

and

24.1.2 the Owners have complied with clauses 24.2 and 24.3 throughout the Force Majeure Event.

24.2 The Owners shall as soon as reasonably practicable after the start of the Force Majeure Event notify the Council in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Deed.

24.3 The Owners shall use Reasonable Endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations pursuant to this Deed.

25. **EXPERT DETERMINATION**

25.1 If the Referral Criteria are satisfied in respect of any Relevant Submission, the Owners may request in writing the President of the Royal Town Planning Institute or (in the case of the Habitat Management and Monitoring Plan) the President of the Chartered Institute of Ecology and Environmental Management to appoint an Expert to determine that Relevant Submission PROVIDED THAT:

25.1.1 a copy of any such request shall be sent to the Council at the same time; and

25.1.2 as part of the request, the Owners shall provide the President of the Royal Town Planning Institute or (in the case of the Habitat Management and Monitoring Plan) the President of the Chartered Institute of Ecology and Environmental Management with the contact details of the relevant officer at the Council (if known).

25.2 The following shall apply to any determination by an Expert:

25.2.1 the Expert shall provide the Owners and the Council with a reasonable period of time (being no less than ten (10) Working Days) within which to make any written representations in respect of the Relevant Submission;

25.2.2 the Expert shall make his final determination within twenty (20) Working Days of his appointment PROVIDED THAT if the Expert fails to do so then the Owners may apply to the President of the Royal Town Planning Institute or (in the case of the Habitat Management and Monitoring Plan) the President of the Chartered Institute of Ecology and Environmental Management for a substitute to be appointed in which case the same procedure shall be repeated;

25.2.3 the Expert shall act as an expert and not as an arbitrator;

25.2.4 all costs associated with the appointment of the Expert shall be paid by the Owners; and

25.2.5 the findings of the Expert shall be final and binding except in the case of a manifest and material error.

25.2.6 where the Expert refuses to approve the Relevant Submission, then the Owners shall make such changes to the Relevant Submission as are necessary in order to address the reasons for refusal and the process set out in this clause shall be repeated until the Relevant Submission is approved by an Expert PROVIDED THAT, for the avoidance of any doubt, nothing in this clause shall prevent the Owners from

continuing to engage with the Council until such time as the Relevant Submission is approved by the Council.

25.3 This clause 25 shall apply *mutatis mutandis* to any request by the Owners to amend an approved Relevant Submission.

26. **JURISDICTION**

26.1 This Deed is governed by and interpreted in accordance with the law of England and the Courts of England shall have sole jurisdiction in respect of the construction of this Deed.

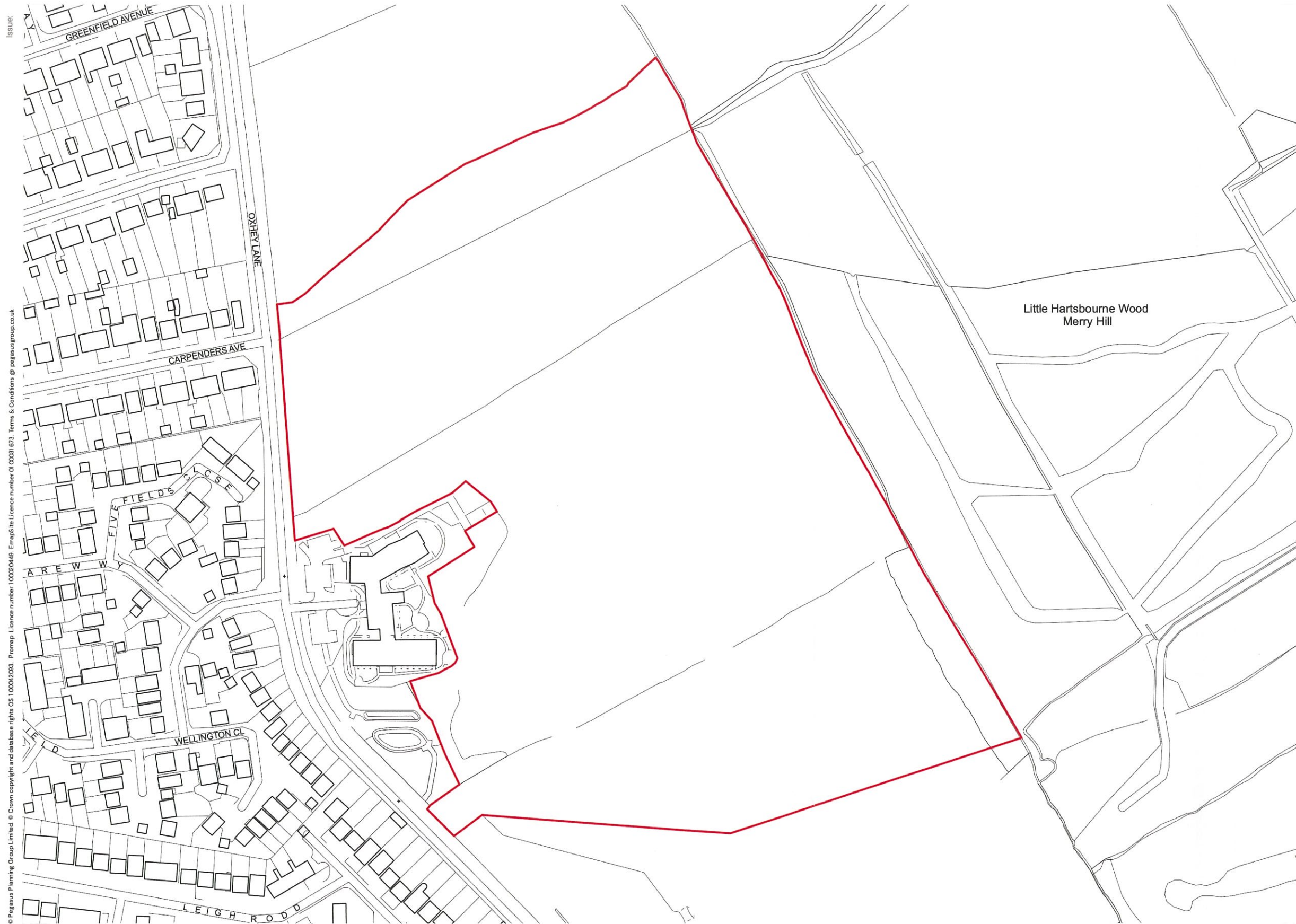
In witness whereof the Owners have executed this Deed as a deed and it is delivered on the day and year first before written.

SCHEDULE I – PLANS

Drawing number P24-2204_DE_001_2 (the Site)

Issue:

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KEY: SITE LOCATION PLAN

 SITE BOUNDARY



LAND AT CARPENDERS PARK – SITE LOCATION PLAN



SCHEDULE 2 – TRIGGERS

I. Triggers

I.1 To provide the Council and the County Council with no less than five (5) Working Days' prior notice in writing of each of the following:

- I.1.1 the Commencement Date;
- I.1.2 Completion of the Development;
- I.1.3 Completion of the Housing with Care Units;
- I.1.4 Completion of the Children's Home;
- I.1.5 the Occupation Date;
- I.1.6 Occupation of the first Residential Unit;
- I.1.7 Occupation of the first Housing with Care Unit;
- I.1.8 Occupation of fifty percent (50%) of the Residential Units;
- I.1.9 Occupation of fifty percent (50%) of the Market Units;
- I.1.10 Provision of sixty percent (60%) of the Affordable Housing Units;
- I.1.11 Occupation of eighty percent (80%) of the Market Units;
- I.1.12 Occupation of eighty five percent (85%) of the Market Units; and
- I.1.13 Provision of one hundred percent (100%) of the Affordable Housing Units.

I.2 To notify the Council and the County Council within five (5) Working Days of each of the following events having occurred:

- I.2.1 the Commencement Date;
- I.2.2 Completion of the Development;
- I.2.3 submission of each Reserved Matters Application;
- I.2.4 the date of each Reserved Matters Approval;
- I.2.5 commencement of construction of the Housing with Care Units;
- I.2.6 Completion of sixty percent (60%) of the Housing with Care Units
- I.2.7 Completion of one hundred percent (100%) of the Housing with Care Units;
- I.2.8 Completion of the Children's Home;
- I.2.9 the Transfer Date;

- I.2.10 the transfer of the Children's Home;
 - I.2.11 Provision of sixty percent (60%) of the Affordable Housing Units
 - I.2.12 Provision of one hundred percent (100%) of the Affordable Housing Units
 - I.2.13 the Occupation Date;
 - I.2.14 Occupation of the first Residential Unit;
 - I.2.15 Occupation of the first Housing with Care Unit;
 - I.2.16 Occupation of twenty-five percent (25%) of the Residential Units;
 - I.2.17 Occupation of fifty percent (50%) of the Residential Units;
 - I.2.18 Occupation of fifty percent (50%) of the Market Units;
 - I.2.19 Occupation of eighty percent (80%) of the Market Units;
 - I.2.20 Occupation of eighty five percent (85%) of the Market Units;
 - I.2.21 first Anniversary of the Occupation Date;
 - I.2.22 second Anniversary of the Occupation Date;
 - I.2.23 third Anniversary of the Occupation Date; and
 - I.2.24 fourth Anniversary of the Occupation Date.
- I.3 Any notifications to the County Council pursuant to this Schedule shall use the proforma template as appended at Appendix I to this Deed.

SCHEDULE 3 - FINANCIAL CONTRIBUTIONS THAT ARE PAYABLE TO THE COUNCIL

1. Definitions

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

Beryl Bikes Contribution means the sum of twenty thousand pounds (£20,000) Index Linked;

Healthcare Contribution means the sum of four hundred and twenty eight thousand and thirty two pounds (£428,032) Index Linked; and

Housing with Care Contribution means the sum of one hundred and ten thousand seven hundred and twenty two pounds and fifty pence (£110,722.50) Index Linked.

2. Healthcare Contribution

- 2.1 To pay to the Council the Healthcare Contribution in accordance with this paragraph ON CONDITION THAT it is used by the Council towards the provision of new primary care facilities and/or premises at Carpenders Park and/or South Oxhey.
- 2.2 To pay to the Council the Healthcare Contribution in full prior to the Occupation Date.
- 2.3 Not to Occupy nor permit Occupation of the Development unless and until the Healthcare Contribution has been paid in full to the Council.

3. Housing with Care Contribution

- 3.1 To pay to the Council the Housing with Care Contribution in accordance with this paragraph ON CONDITION THAT it is used by the Council towards the provision of new accommodation for Housing with Care Residents in the Local Area whose needs are not met by the market or as otherwise agreed in writing between the Council and the Owners.
- 3.2 To pay to the Council the Housing with Care Contribution in full prior to the Occupation Date.
- 3.3 Not to Occupy nor permit Occupation of the Development unless and until the Housing with Care Contribution has been paid in full to the Council.

4. Beryl Bikes Contribution

- 4.1 To pay to the Council the Beryl Bikes Contribution in accordance with this paragraph ON CONDITION THAT it is used by the Council towards the provision of three (3) Beryl Bikes and a docking station within the locality of the Development and associated maintenance and management costs.
- 4.2 To pay to the Council the Beryl Bikes Contribution in full prior to the Occupation Date.
- 4.3 Not to Occupy nor permit Occupation of the Development unless and until the Beryl Bikes Contribution has been paid in full to the Council.

SCHEDULE 4 – FINANCIAL CONTRIBUTIONS THAT ARE PAYABLE TO THE COUNTY COUNCIL

I. Definitions

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

Bus Infrastructure means the provision of a new bus stop on Oxhey Lane to include:

- (a) kassel kerbing;
- (b) a bus shelter;
- (c) a real time information screen; and
- (d) such other works as are considered necessary by the County Council to facilitate provision of the new bus stop;

Bus Infrastructure Contribution means the sum of thirty eight thousand pounds (£38,000) Index Linked comprising:

- (a) eight thousand pounds (£8,000) in respect of kassel kerbing;
- (b) fifteen thousand pounds (£15,000) in respect of a bus shelter; and
- (c) fifteen thousand pounds (£15,000) in respect of a real time information screen;

Bus Service means the operation of a complementary bus service that routes along Oxhey Lane in order to serve the Development;

Bus Service Contribution means the sum of six hundred and thirteen thousand five hundred and fifty eight pounds and sixty nine pence (£613,558.69) Index Linked;

County Reserved Matters Mix Contribution Notice means a written notice served by the County Council upon the Owner which sets out:

- (a) the total of the Waste Transfer Station Contribution that is payable in respect of that part of the Development that is permitted by the relevant Reserved Matters Approval; and
- (b) the total of the SEND Contribution that is payable in respect of that part of the Development that is permitted by the relevant Reserved Matters Approval; and
- (c) the total of the Secondary Education Contribution that is payable in respect of that part of the Development that is permitted by the relevant Reserved Matters Approval,

in each case calculated in accordance with the table at Appendix 2 to this Deed based on the size, type, tenure and total number of Residential Units permitted by the relevant Reserved Matters Approval;

County Reserved Matters Mix Notice means a written notice served on the County Council by the Owner to inform the County Council of the size, type, tenure and total number of Residential Units that has the benefit of the relevant Reserved Matters Approval

Fifth Bus Service Contribution means the sum of seventy six thousand six hundred and ninety four pounds and eighty four pence (£76,694.84) Index Linked;

First Bus Service Contribution means the sum of one hundred and fifty three thousand five hundred and fifty eight pounds and sixty nine pence (£153,389.67) Index Linked;

First Secondary Education Contribution means twenty five percent (25%) of the Secondary Education Contribution Index Linked;

First SEND Contribution means twenty five percent (25%) of the SEND Contribution Index Linked;

Fourth Bus Service Contribution means the sum of seventy six thousand six hundred and ninety four pounds and eighty four pence (£76,694.84) Index Linked;

Housing with Care Travel Plan means the travel plan in respect of the Housing with Care Units as approved pursuant to the Planning Permission;

Housing with Care Travel Plan Monitoring Fee means the sum of six thousand pounds (£6,000) Index Linked;

Residential Travel Plan means the travel plan in respect of the Residential Units as approved pursuant to the Planning Permission;

Residential Travel Plan Monitoring Fee means the sum of six thousand pounds (£6,000) Index Linked;

Second Bus Service Contribution means the sum of one hundred and fifty three thousand five hundred and fifty eight pounds and sixty nine pence (£153,389.67) Index Linked;

Second Secondary Education Contribution means twenty five percent (25%) of the Secondary Education Contribution Index Linked;

Second SEND Contribution means twenty five percent (25%) of the SEND Contribution Index Linked;

Secondary Education Contribution means the Index Linked sum calculated in accordance with the details approved at Reserved Matters Approval and the table at Appendix 2 to this Deed (based on the size, type, tenure and total number of Residential Units confirmed in the County Reserved Matters Mix Contribution Notice) and payable to the County Council in accordance with this Schedule;

SEND means special educational needs and disabilities;

SEND Contribution means the Index Linked sum calculated in accordance with the details approved at Reserved Matters Approval and the table at Appendix 2 to this Deed (based on the size, type, tenure and total number of Residential Units confirmed in the County Reserved Matters Mix Contribution Notice) and payable to the County Council in accordance with this Schedule;

Third Bus Service Contribution means the sum of one hundred and fifty three thousand five hundred and fifty eight pounds and sixty nine pence (£153,389.67) Index Linked;

Third Secondary Education Contribution means fifty percent (50%) of the Secondary Education Contribution Index Linked;

Third SEND Contribution means fifty percent (50%) of the Secondary Education Contribution Index Linked; and

Waste Transfer Station Contribution means the Index Linked sum calculated in accordance with the details approved at Reserved Matters Approval and the table at Appendix 2 to this Deed (based on the size, type, tenure and total number of Residential Units confirmed in the County Reserved Matters Mix Contribution Notice) and payable to the County Council in accordance with this Schedule.

2. **County Reserved Matters Mix Notice**

- 2.1 To serve on the County Council the County Reserved Matters Mix Notice within 5 Working Days of the date of Reserved Matters Approval (or each of them).
- 2.2 Not to Commence the Development pursuant to each Reserved Matters Approval unless and until the County Reserved Matters Mix Notice in respect of that Reserved Matters Approval has been submitted in writing to the County Council.

3. **Bus Service Contribution**

- 3.1 To pay to the County Council the Bus Service Contribution in full in accordance with this paragraph ON CONDITION THAT it is used by the County Council towards the Bus Service.
- 3.2 To pay to the County Council the First Bus Service Contribution prior to the Occupation Date.
- 3.3 Not to Occupy nor permit Occupation of the Development unless and until the First Bus Service Contribution has been paid to the County Council.
- 3.4 To pay to the County Council the Second Bus Service Contribution within ten (10) Working Days of the first anniversary of the Occupation Date.
- 3.5 To pay to the County Council the Third Bus Service Contribution within ten (10) Working Days of the second anniversary of the Occupation Date.
- 3.6 To pay to the County Council the Fourth Bus Service Contribution within ten (10) Working Days of the third anniversary of the Occupation Date.
- 3.7 To pay to the County Council the Fifth Bus Service Contribution within ten (10) Working Days of the fourth anniversary of the Occupation Date.

4. **Bus Infrastructure Contribution**

- 4.1 To pay to the County Council the Bus Infrastructure Contribution in accordance with this paragraph ON CONDITION THAT it is used by the County Council towards the Bus Infrastructure.

- 4.2 To pay to the County Council the Bus Infrastructure Contribution in full prior to the Occupation Date.
- 4.3 Not to Occupy nor permit Occupation of the Development unless and until the Bus Infrastructure Contribution has been paid in full to the County Council.
- 5. **Waste Transfer Station Contribution**
 - 5.1 To pay to the County Council the Waste Transfer Station Contribution in accordance with this paragraph 5 ON CONDITION THAT it is used by the County Council towards increasing capacity at the Waterdale waste transfer station and/or such other facility that serves the Development from time to time.
 - 5.2 Subject to receiving a County Reserved Matters Mix Contribution Notice:
 - 5.2.1 to pay to the County Council the Waste Transfer Station Contribution in full (as specified in the relevant County Reserved Matters Mix Contribution Notice) prior to the Commencement of Development pursuant to each Reserved Matters Approval; and
 - 5.2.2 not to Commence nor permit Commencement of the Development unless and until the Waste Transfer Station Contribution has been paid in full (as specified in the relevant County Reserved Matters Mix Contribution Notice) to the County Council.
- 6. **SEND Contribution**
 - 6.1 To pay to the County Council the SEND Contribution in full in accordance with this paragraph ON CONDITION THAT it is used by the County Council towards the delivery of new Severe Learning Difficulty (SLD) special school places (WEST) and/or any other relevant provision to serve the Development.
 - 6.2 Subject to receiving a County Reserved Matters Mix Contribution Notice:
 - 6.2.1 to pay to the County Council the First SEND Contribution (as specified in the relevant County Reserved Matters Mix Contribution Notice) prior to the Commencement Date;
 - 6.2.2 not to Commence the Development unless and until the First SEND Contribution (as specified in the relevant County Reserved Matters Mix Contribution Notice) has been paid to the County Council;
 - 6.2.3 to pay to the County Council the Second SEND Contribution (as specified in the relevant County Reserved Matters Mix Contribution Notice) prior to the Occupation Date;
 - 6.2.4 not to Occupy nor permit Occupation of the Development unless and until the Second SEND Contribution (as specified in the relevant County Reserved Matters Mix Contribution Notice) has been paid to the County Council;
 - 6.2.5 to pay to the County Council the Third SEND Contribution (as specified in the relevant County Reserved Matters Mix Contribution Notice) prior to Occupation of more than sixty-four (64) Residential Units; and

- 6.2.6 not to Occupy nor permit Occupation of more than sixty-four (64) of the Residential Units unless and until the Third SEND Contribution (as specified in the relevant County Reserved Matters Mix Contribution Notice) has been paid to the County Council.

7. Secondary Education Contribution

- 7.1 To pay to the County Council the Secondary Education Contribution in full in accordance with this paragraph ON CONDITION THAT it is used by the County Council towards the delivery of a new secondary school at Carpenders Park and/or any other secondary provision to serve the Development.
- 7.2 Subject to receiving a County Reserved Matters Mix Contribution Notice:
 - 7.2.1 to pay to the County Council the First Secondary Education Contribution (as specified in the relevant County Reserved Matters Mix Contribution Notice) prior to the Commencement Date;
 - 7.2.2 not to Commence the Development unless and until the First Secondary Education Contribution (as specified in the relevant County Reserved Matters Mix Contribution Notice) has been paid to the County Council;
 - 7.2.3 to pay to the County Council the Second Secondary Education Contribution (as specified in the relevant County Reserved Matters Mix Contribution Notice) prior to the Occupation Date;
 - 7.2.4 not to Occupy nor permit Occupation of the Development unless and until the Second Secondary Education Contribution (as specified in the relevant County Reserved Matters Mix Contribution Notice) has been paid to the County Council;
 - 7.2.5 to pay to the County Council the Third Secondary Education Contribution (as specified in the relevant County Reserved Matters Mix Contribution Notice) prior to Occupation of more than sixty-four (64) Residential Units; and
 - 7.2.6 not to Occupy nor permit Occupation of more than sixty-four (64) of the Residential Units unless and until the Third Secondary Education Contribution (as specified in the relevant County Reserved Matters Mix Contribution Notice) has been paid to the County Council.

8. Travel Plan Monitoring Fees

- 8.1 To pay to the County Council:
 - 8.1.1 the Residential Travel Plan Monitoring Fee ON CONDITION that it is used by the County Council towards monitoring compliance with the Residential Travel Plan; and
 - 8.1.2 the Housing with Care Travel Plan Monitoring Fee ON CONDITION that it is used by the County Council towards monitoring compliance with the Housing with Care Travel Plan.
- 8.2 To pay to the County Council the Residential Travel Plan Monitoring Fee prior to Commencement of the Development.

- 8.3 Not to Commence nor permit Commencement of the Development unless and until the Residential Travel Plan Monitoring Fee has been paid to the County Council.
- 8.4 To pay to the County Council the Housing with Care Travel Plan Monitoring Fee prior to Commencement of the Development.
- 8.5 Not to Commence nor permit Commencement of the Development unless and until the Housing with Care Travel Plan Monitoring Fee has been paid to the County Council.

9. **General**

- 9.1 If, prior to the receipt of any of the County Council Contributions, the County Council incurs any expenditure in respect of any of the following:

- 9.1.1 the delivery of new Severe Learning Difficulty (SLD) special school places (WEST) and/or any other relevant provision;
- 9.1.2 the delivery of a new secondary school at Carpenders Park and/or any other secondary provision;
- 9.1.3 increasing capacity at the Waterdale waste transfer station and/or such other facility that serves the Development,

(as the case may be) the need for which arises from, or in anticipation of, the Development then the County Council may immediately following receipt of the relevant County Council Contribution apply such County Council Contribution towards the expenditure incurred.

- 9.2 Any money payable to the County Council under this Deed shall be paid in full without deduction or set-off.

- 9.3 Indexation for the County Council Contributions shall be by the application of the formula below (with reference to the appropriate index):

- 9.3.1 unless stated otherwise in this Deed, each of the County Council Contributions shall be Index Linked by reference to the BCIS Index figure of Q1 2024 to the finalized figure applicable to the quarter in which the contribution is paid;

- 9.3.2 where any sum is required to be Index Linked by reference to the BCIS Index that sum payable shall be increased in accordance with any change in the Building Cost Information Service All-in Tender Price Index 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 BCIS figure specified in paragraph 9.3.1 above;

E is the BCIS Index (or, in relation to the Secondary Education Contribution and the SEND Contribution, the BCIS Regional

Factor) on the date which the County Council Contribution is paid;

C/D = is equal or greater than 1; and

$E/100$ = is equal or greater than 1.

- 9.3.3 Where a County Council Contribution 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 County Council or the payer of the interim payment (as the case may be) once the relevant indices have been finalised.

SCHEDULE 5 – AFFORDABLE HOUSING

I. Definitions

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

Affordable Housing means affordable housing within the meaning of Annex 2: Glossary of the National Planning Policy Framework 2024 (including any subsequent amendments of it) at costs below those associated with open market housing and which is available to, affordable by and Occupied only by those persons in Housing Need;

Affordable Housing Scheme means a scheme to secure the provision of the Affordable Housing Units on the Site 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) the proposed quantum (being no less than fifty percent (50%) of the total number of Residential Units), mix and tenure of the Affordable Housing Units;
- (c) confirmation that the Affordable Housing Units meet all the requirements set out in this Deed or any approved amendments to such requirements; and
- (d) proposals to Transfer the Affordable Housing Units to a Registered Provider;

Affordable Housing Units means a Residential Unit identified in the approved Affordable Housing Scheme as required to be Provided as Affordable Housing on the Site and used and occupied as Affordable Housing in accordance with the Agreed Tenure Mix PROVIDED THAT this excludes the Housing with Care Units and the Children's Home and **Affordable Housing Unit** shall be construed accordingly;

Agreed Tenure Mix means that:

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

or such other mix as is approved in writing from time to time by the Council;

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

Housing Allocations Policy means the Council's policy dated 2022 (or any successor document) which determines the Council's priorities and procedures when allocating accommodation in accordance with the requirements of section 167 of the Housing Act 1996;

Housing Need means persons who are assessed by the Council as being unable to resolve their housing needs in the private sector market because of the relationship between housing costs and incomes in accordance with the Choice Based Lettings Scheme;

Local Connection means as defined in the Housing Allocations Policy;

Moratorium Period means the period of three (3) months unless the Secretary of State concludes in the Decision Letter that the moratorium period should be five (5) months PROVIDED THAT, for the avoidance of any doubt, if the Secretary of State does not reach any conclusion about the moratorium period in the Decision Letter, then it shall conclusively be deemed to be three (3) months;

Net Proceeds means any receipts or consideration received by a Registered Provider from the sale of an interest in any of the Social Rent Units following its initial occupation after deduction of the Registered Provider's reasonable evidenced costs of acquisition, construction and sale of the relevant Social Rent Unit(s) and the deduction of any grant repayable;

Nominations Agreement means an agreement to be entered into between the Council and the Registered Provider to whom the Affordable Housing Units have been Transferred pursuant to which:

- (a) the Council shall have one hundred percent (100%) nomination rights in respect of the Social Rent Units on first Occupation and seventy-five percent (75%) thereafter on future re-lets to enable the Council to nominate occupiers; and
- (b) the Social Rent Units shall be prioritised in favour of TRDC Residents and persons with a Local Connection,

unless otherwise agreed in writing by the Council;

Provided means:

- (a) Completed;
- (b) in a Serviced Condition;
- (c) a binding contract has been entered into with a Registered Provider in relation to the Transfer of the relevant Affordable Housing Units or the acquisition of no less than a 125 year leasehold interest in such Affordable Housing Units; and
- (d) a Nominations Agreement has been entered into in respect of the Social Rented Units,

and **Provide** and **Provision** shall be construed accordingly;

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;

Registered Provider means a registered provider of social housing within the meaning of section 80(1) of the Housing and Regeneration Act 2008;

Shared Ownership Housing means Affordable Housing which is owned and managed by a Registered Provider on Shared Ownership Terms;

Shared Ownership Terms means that the relevant Affordable Housing Unit is let:

- (a) in accordance with 'shared ownership arrangements' within the meaning of section 70(4) of the Housing and Regeneration Act 2008; and
- (b) on a lease in the form of the Homes England standard lease on terms where:
 - (i) the percentage of the value of the relevant Affordable Housing Unit paid as a premium on the day on which a lease is granted under the shared ownership arrangement does not exceed seventy-five percent (75%) of the Market Value;
 - (ii) on the day on which a lease is granted under the shared ownership arrangements, the annual rent payable is not more than three percent (3%) of the value of the unsold interest; and
 - (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 percent (1%); and
- (c) on terms pursuant to which the tenant pays no more than a Reasonable Service Charge (where applicable);

Shared Ownership Unit means a unit of Shared Ownership Housing and **Shared Ownership Units** shall be construed accordingly;

Social Rent Unit means an Affordable Housing Unit which is let by a Registered Provider at a rent which is no greater than the target rents determined through the national rent regime as defined in annex 2 of the National Planning Policy Framework 2024 (including any subsequent amendments to it) and **Social Rent Units** shall be construed accordingly;

Staircased means the acquisition (by a lessee of a Shared Ownership Unit) of additional equity in that Shared Ownership Unit up to a maximum of one hundred percent (100%); and

TRDC Resident means a person who currently resides within the Local Area and has done so for at least five (5) of the last six (6) years prior to their application for a Shared Ownership Unit (unless otherwise agreed in writing by the Council).

2. **Affordable Housing - General**

- 2.1 Unless otherwise agreed in writing by the Council, and save as is otherwise provided in this Schedule, to ensure that the Affordable Housing Units required to be Provided and retained under this Deed are:
 - 2.1.1 owned and managed by a Registered Provider; and
 - 2.1.2 retained for use as Affordable Housing in perpetuity in accordance with this Deed.
- 2.2 To Provide no less than fifty percent (50%) of the Residential Units as Affordable Housing Units in accordance with:
 - 2.2.1 the approved Affordable Housing Scheme (including any amendments to it that are approved from time to time by the Council or an Expert (as the case may be)); and
 - 2.2.2 the Agreed Tenure Mix.

- 2.3 Not to Occupy nor permit Occupation of the Affordable Housing Units otherwise than in accordance with:
 - 2.3.1 the approved Affordable Housing Scheme (including any amendments to it that are approved from time to time by the Council or an Expert (as the case may be) in accordance with this Schedule); and
 - 2.3.2 the Agreed Tenure Mix.
- 3. **Affordable Housing Scheme**
 - 3.1 To submit the Affordable Housing Scheme to the Council for approval prior to the Commencement Date.
 - 3.2 Not to Commence the Development or continue with Development after Commencement unless and until the Affordable Housing Scheme has been submitted to, and approved in writing by, the Council or an Expert (as the case may be).
 - 3.3 To comply with the Affordable Housing Scheme approved under paragraph 3.2 above (or any variation of it agreed in writing by the Council or approved by the Expert, as the case may be) in carrying out the Development
 - 3.4 The Owners shall provide the Council with any information reasonably necessary to determine a request for approval of the Affordable Housing Scheme under paragraph 3.1. Where the Council notifies the Owners in writing within fifteen (15) Working Days of receipt of a request that it requires further information to properly be able to determine the Affordable Housing Scheme, to provide such information within forty (40) Working Days of receipt of that written request PROVIDED THAT if further information is requested in writing by the Council then the process shall be repeated applying the same timeframe until the request is determined by the Council or an Expert pursuant to clause 25.
 - 3.5 Paragraph 3.4 shall apply *mutatis mutandis* to any request notified by the Owners to the Council to amend the most recently approved Affordable Housing Scheme.
 - 3.6 The Owners shall be entitled to treat any request made pursuant to paragraph 3.1 and/or 3.5 above as in dispute for the purposes of clause 25 where:
 - 3.6.1 the Council has not determined it within three (3) months of the date on which the request was notified to the Council; and
 - 3.6.2 the Referral Period has expired.
- 4. **Provision of the Affordable Housing Units**
 - 4.1 Not to Occupy nor permit Occupation of more than:
 - 4.1.1 fifty percent (50%) of the Market Units until sixty percent (60%) of the Affordable Housing Units have been Provided in accordance with:
 - (a) the Agreed Tenure Mix; and
 - (b) the approved Affordable Housing Scheme (including any amendments to it that may be approved in writing from time to time by the Council or an Expert, as the case may be); and

4.1.2 eighty percent (80%) of the Market Units until all of the Affordable Housing Units have been Provided in accordance with:

- (a) the Agreed Tenure Mix; and
- (b) the approved Affordable Housing Scheme (including any amendments to it that may be approved in writing from time to time by the Council or an Expert, as the case may be).

4.2 Unless otherwise agreed in writing by the Council, not to permit:

4.2.1 any Social Rent Unit to be used other than as a Social Rent Unit in accordance with this Schedule; and

4.2.2 any Shared Ownership Unit to be used other than as a Shared Ownership Unit in accordance with this Schedule,

PROVIDED THAT it is agreed that the restrictions set out in this paragraph shall not be binding or enforceable against the following persons in the circumstances specified:

- (a) any tenant and successor who, in respect of a particular Affordable Housing Unit, has exercised the right to acquire pursuant to the Housing Act 1996 or any other statutory provision for the time being in force (or equivalent contractual right);
- (b) a tenant and successor who, in respect of a particular Affordable Housing Unit, has exercised a voluntary or statutory right to buy (or equivalent contractual right) in respect of or any statutory provision for the time being in force (or any equivalent contractual right);
- (c) any tenant and/or successor who has Staircased to ownership of one hundred percent (100%) of the equity of a Shared Ownership Unit; and
- (d) any person deriving title through or under any of the persons specified in (a) – (c) above.

4.3 Unless otherwise first agreed in writing by the Council, not to Occupy nor permit Occupation of any Social Rent Unit:

4.3.1 until a Registered Provider has entered into a Nominations Agreement with the Council in respect of that Social Rent Unit; and

4.3.2 otherwise than in accordance with a Nominations Agreement entered into by the Registered Provider with the Council pursuant to this paragraph.

4.4 Unless otherwise first agreed in writing by the Council, not to permit the initial sale or subsequent re-sale of any Shared Ownership Unit to any person other than to a person who is a TRDC Resident or a person with a Local Connection PROVIDED THAT If following an active marketing period of seventy-five (75) days (or such other period as is agreed in writing by the Council) no such person who is a TRDC Resident or has a Local Connection has expressed an interest in becoming a lessee of the relevant Shared Ownership Unit, then the relevant Shared Ownership Unit may be permitted to be offered to persons who are not TRDC Residents or do not have a Local Connection.

- 4.5 Not to Occupy or permit the Occupation of a Shared Ownership Unit unless and until the Registered Provider has confirmed to the Council the name of the lessee(s) of that Shared Ownership Unit (to the extent permitted by law).
- 4.6 To inform the Council within twenty (20) Working Days in the event that a lessee has Staircased and the relevant Shared Ownership Unit has ceased to be a Shared Ownership Unit.
- 4.7 Not to Occupy nor permit Occupation of any Affordable Housing Unit until arrangements for the monitoring and use of any Net Proceeds following the sale of an interest in any of the Social Rent Units have been submitted to and approved by the Council in writing PROVIDED THAT:
 - 4.7.1 such arrangements shall be deemed to be approved in the event that the Council fails to respond in writing within 3 (three) months of their submission; and
 - 4.7.2 such Net Proceeds shall be used only in accordance with the approved arrangements.

5. **Affordable Housing – Chargees**

- 5.1 The restrictions contained in paragraphs 1 – 4 of 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 a Registered Provider to which the 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:
 - 5.1.1 any power of sale available to any such mortgagee, chargee or Receiver arising under their mortgage or charge over any such Affordable Housing Unit shall only be exercised in the event of there being a default of any obligation to such mortgagee, chargee or Receiver;
 - 5.1.2 confirmation of such default is provided to the Council as soon as reasonably practicable after any notice is served on the Registered Provider;
 - 5.1.3 the mortgagee, chargee or Receiver will not exercise its power of sale for the Moratorium Period following the provision of such evidence to allow the Council or a Registered Provider an opportunity to attempt to complete a Transfer of the Affordable Housing Units within the Moratorium Period PROVIDED THAT the consideration of any such Transfer will discharge all liabilities and indebtedness including without limitation all amounts of principal, interest, costs, breakage costs, default interest and enforcement costs owed to and/or incurred by the mortgagee, chargee or Receiver (as appropriate); and
 - 5.1.4 if the mortgagee, chargee or Receiver is unable (despite using Reasonable Endeavours) to dispose of any of the Affordable Housing Units within the Moratorium Period then the mortgagee, chargee or Receiver shall be entitled to dispose of the relevant Affordable Housing Units free of the provisions of paragraphs 1 - 4 of this Schedule for the full market value of those Affordable Housing Units.
- 5.2 The restrictions contained in paragraphs 1 - 4 of this Schedule shall also not be binding upon:

- 5.2.1 any person who acquires a statutory right to buy and shall cease to apply to any Affordable Housing Unit where a Registered Provider disposes of one hundred percent (100%) of the equity in that Affordable Housing Unit pursuant to such an exercised statutory right; and
- 5.2.2 any Shared Ownership Unit where the lessee has Staircased to one hundred percent (100%) of its equity in that unit.

SCHEDULE 6 – SELF-BUILD/CUSTOM BUILD HOUSING

1. Definitions

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

Marketing Period means the marketing period identified in the Marketing Strategy as approved by the Council or an Expert (as the case may be) in accordance with this Schedule;

Marketing Strategy means, in respect of the Self-Build and Custom Build Units, a marketing strategy that includes the following details:

- (a) proposals to market the Self-Build and Custom Build Plots;
- (b) the period during which the Self-Build and Custom Build Plots would be marketed, being no less than twelve (12) months;
- (c) the initial period (which shall not be less than three (3) months) during which the Self-Build and Custom Build Plots shall be exclusively offered to persons who are on part 1 of the Council's right to build register; and
- (d) the proposed terms and conditions of any future disposal of the Self-Build and Custom Build Plots;

Self-Build and Custom Build Plots means those plots within the Site within which the Self-Build and Custom Build Units are to be constructed; and

Self-Build and Custom Build Units means those Residential Units that shall comprise 'self-build and custom housebuilding' within the meaning of section 1(A1) and 1(A2) of the Self-build and Custom Housebuilding Act 2015 (as amended by the Housing and Planning Act 2016).

2. Location of the Self-Build and Custom Build Plots

- 2.1 To submit the proposed location of the Self-Build and Custom Build Plots for approval by the Council prior to the Commencement Date.
- 2.2 Not to Commence the Development unless and until the proposed location of the Self-Build and Custom Build Plots has been submitted to, and approved in writing by, the Council or an Expert (as the case may be).
- 2.3 Not to construct the Self-Build and Custom Plots otherwise than in accordance with the location as approved by the Council or the Expert (as the case may be) under paragraph 2.1.
- 2.4 To provide to the Council such information as is reasonably necessary to determine a request for approval under paragraph 2.1. Where the Council notifies the Owners within fifteen (15) Working Days of a request that it requires further information to properly be able to determine the request, to provide such information within forty (40) Working Days of receipt of that request PROVIDED THAT if further information is requested by the Council then the process shall be repeated applying the same timeframe until the request is determined by the Council or an Expert pursuant to clause 25.

- 2.5 Paragraph 2.4 shall apply *mutatis mutandis* to any request notified by the Owners to the Council to amend the most recently approved location of the Self-Build and Custom Plots.
- 2.6 The Owners shall be entitled to treat any request made pursuant to paragraph 2.1 and/or 2.5 above as in dispute for the purposes of clause 25 where:
 - 2.6.1 the Council has not determined it within three (3) months of the date on which the request was notified to the Council; and
 - 2.6.2 the Referral Period has expired.
- 3. **Marketing Strategy**
 - 3.1 To submit the Marketing Strategy for approval by the Council prior to the Commencement Date.
 - 3.2 Not to Commence the Development unless and until the Marketing Strategy has been submitted to, and approved by, the Council or an Expert (as the case may be).
 - 3.3 Throughout the Marketing Period, to use Reasonable Endeavours to dispose of the Self-Build and Custom Build Plots in accordance with the approved Marketing Strategy (including any amendments to it that may be approved in writing from time to time by the Council or an Expert (as the case may be)).
 - 3.4 The Owners shall provide the Council with any information reasonably necessary to determine a request for approval of the Marketing Strategy under paragraph 3.1. Where the Council notifies the Owners in writing within fifteen (15) Working Days of receipt of a request that it requires further information to properly be able to determine the Marketing Strategy, to provide such information within forty (40) Working Days of receipt of that written request PROVIDED THAT if further information is requested in writing by the Council then the process shall be repeated applying the same timeframe until the request is determined by the Council or an Expert pursuant to clause 25.
 - 3.5 Paragraph 3.4 shall apply *mutatis mutandis* to any request notified by the Owners to the Council to amend the most recently approved Marketing Strategy.
 - 3.6 The Owners shall be entitled to treat any request made pursuant to paragraph 3.1 and/or 3.5 above as in dispute for the purposes of clause 25 where:
 - 3.6.1 the Council has not determined it within three (3) months of the date on which the request was notified to the Council; and
 - 3.6.2 the Referral Period has expired.
- 4. **Disposal of the Self-Build and Custom Build Plots**
 - 4.1 Subject to paragraph 4.2 below, and unless otherwise agreed in writing by the Council:
 - 4.1.1 to ensure that no less than thirteen (13) Self-Build and Custom Build Plots are disposed of on the Site:
 - (a) in a Serviced Condition; and

- (b) in accordance with the approved Marketing Strategy (including any amendments to it that may be approved in writing from time to time by the Council or an Expert (as the case may be)); and

4.1.2 not to Occupy nor permit Occupation of more than eighty percent (80%) of the Market Units unless and until no less than thirteen (13) Self-Build and Custom Build Plots have been disposed of in accordance with the approved Marketing Strategy (including any amendments to it that may be approved in writing from time to time by the Council or an Expert (as the case may be)) and have the benefit of:

- (a) all necessary rights of access to and from the public highway; and
- (b) all Services.

4.2 If, upon expiration of the Marketing Period and despite having used Reasonable Endeavours in accordance with paragraph 3.4 above, it has not been possible to dispose of any or all of the Self-Build and Custom Build Units, then the obligations in this Schedule shall absolutely determine and cease to be of any legal effect in respect of the relevant Self-Build and Custom Build Plot(s) and the Owners shall instead be entitled to construct Market Unit(s) on the relevant Self-Build and Custom Build Plot(s) that it has not been possible to dispose of.

SCHEDULE 7 – HOUSING WITH CARE UNITS

I. Definitions

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

Care and Wellbeing Package means the minimum level of support and Care Services that the Care Delivery Partner is required to provide to each Qualifying Person as identified by the Care and Wellbeing Plan at a cost to be agreed between the Care Delivery Partner and the Qualifying Person and includes the following (as applicable) unless otherwise agreed in writing by the County Council:

- (a) provision of a minimum of two (2) hours a week of Care Services to those with an identified need;
- (b) access to care or other member of staff on site 24 hours a day and to provide an immediate response in an emergency;
- (c) provision of 24-hour security and monitored emergency response system, providing access to specialist trained operators and/or staff on-site 24 hours a day;
- (d) on-site delivery of personal care by a Registered Service Provider to those who need it (subject to a separate contract) provided that this does not affect the right of the Qualifying Person to choose their own care provider;
- (e) a regular review and update of the Care and Wellbeing Plan to ensure care and support needs are met;
- (f) access to and use of the Communal Facilities;
- (g) access to daily meals;
- (h) access to pre-arranged activities and classes (within the Communal Facilities) to encourage health and wellbeing and to promote social interaction;
- (i) access to such further wellbeing and support staff and Care Services as may be required from time to time, which might include domestic support (such as cleaning, laundry, ironing, making beds); housekeeping; property maintenance; shopping; assistance with correspondence, personal and business affairs; companionship; pet care; and arranging transport services;
- (j) security measures including controlled access to common areas and private areas;
- (k) adequate lighting to internal and external common areas; and
- (l) regular cleaning and management of the Communal Facilities;

Care and Wellbeing Plan means an individual plan prepared for each Qualifying Person on or immediately following their first Occupation of a Housing with Care Unit such plan to be:

- (a) based on the findings of the Health Assessment; and
- (b) reviewed annually unless required sooner by a change in health of the relevant Qualifying Person;
- (c) implemented in order to ensure that the relevant Qualifying Person continues to receive an appropriate level and type of care and support as their needs change from time to time;

Care Delivery Partner means an organisation which:

- (a) is registered with the Care Quality Commission (or any successor or replacement organisation) in accordance with the Health and Social Care Act 2008;
- (b) accepts a Transfer of the Housing with Care Land; and
- (c) is responsible for operating and managing the Housing with Care Units and delivering the Care Services in accordance with this Schedule;

Care Services means the care services to be provided to each Qualifying Person which may include any or all (but are not confined to) of the following unless otherwise agreed in writing by the County Council:

- (a) delivery of a Care and Wellbeing Package to each Qualifying Person;
- (b) provision and delivery and/or preparation of meals, drinks, and snacks;
- (c) advice on food hygiene, nutrition, and menu planning;
- (d) general health advice including encouragement to undertake physical and cognitive activity;
- (e) regular welfare calls and wellbeing checks such as blood pressure
- (f) collection of prescriptions and benefits;
- (g) chaperone service to attend clinical and other appointments;
- (h) advice on activities to encourage health and wellbeing and promote social interaction, and supervision of such activities;
- (i) diabetes management;
- (j) use of on-site transport services for external activities and appointments;
- (k) hospital discharge support;
- (l) organised rehabilitation following a hospital visit or health event;
- (m) assistance with getting into and out of bed/bath/shower and dressing and/or personal hygiene;
- (n) administration of / prompting to take / supervision of medication; and
- (o) assistance with eating and drinking,

and **Care Service** shall be construed accordingly;

Care Quality Commission (CQC) means the independent regulator of health and social care services in England or any successor body or organisation;

Completion Date means the date when the Housing with Care Units have been Completed in accordance with this Schedule and the approved Housing with Care Scheme;

Communal Facilities means the minimum provision of facilities as defined by the 'Hertfordshire Standard', contained within the Housing with Care Accommodation Hierarchy table of the SPPMG and to be provided in a Serviced Condition in conjunction with the Housing with Care Units and as described in the approved Housing with Care Scheme;

Eligible Purchaser means a person(s) who satisfies one or more of the following criteria:

- (a) has been permanently resident in Hertfordshire or within a ten (10) mile radius of the Site for at least twelve (12) months immediately prior to their proposed Occupation of the relevant Housing with Care Unit; and/or
- (b) has Family Members who are currently and have been residing within a ten (10) mile radius of the Site for at least two (2) years prior to their proposed Occupation of the relevant Housing with Care Unit; and/or
- (c) has previously lived within a ten (10) mile radius of the Site for a continuous period of at least twelve (12) months (whilst aged 18 or over) in the five (5) years prior to their proposed Occupation of the relevant Housing with Care Unit; or
- (d) where none of (a) – (c) above apply, such other person as is approved in writing from time to time by the County Council;

Family Members means any of the following:

- (a) parents or guardians;
- (b) adult children; or
- (c) brothers or sisters;

Health Assessment means an assessment of the health and wellbeing needs of a potential Occupier of a Housing with Care Unit to be undertaken on or before Occupation (by that potential Occupier) of the relevant Housing with Care Unit by an appropriately qualified person on behalf of the Care Delivery Partner PROVIDED THAT such assessment shall be used to determine:

- (a) whether a proposed Occupier of a Housing with Care Unit is a Qualifying Person;
- (b) an appropriate Care and Wellbeing Plan for that proposed Occupier (both prior to their first Occupation of the relevant Housing with Care Unit and thereafter annually (or following a change of health)) taking into account individual medical history, including a review of any current medication/treatment and/or recommendations/advice from a GP or consultant; and
- (c) any further health assessment to be undertaken when the relevant Care and Wellbeing Plan is reviewed;

Housing with Care Land means that part of the Site upon which the Housing with Care Units are proposed to be constructed in accordance with:

- (a) the Planning Permission; and
- (b) all related Reserved Matters Approvals;

Housing with Care Scheme means a scheme to secure the Completion of not less than sixty (60) one (1) and two (2) bed self-contained apartments as Housing with Care Units, which shall include:

- (a) details of the proposed Care Delivery Partner who would be responsible for delivering and operating the Housing with Care Units;
- (b) the proposed location, specification and size of the Housing with Care Units which shall generally accord with the SPPMG (unless otherwise agreed in writing by the County Council);
- (c) Services;
- (d) the proposed specification of the Communal Facilities referred to at (f) below);
- (e) details of the Care Services to be provided or made available to Qualifying Persons;
- (f) proposals for the Communal Facilities (such as a dining room, lounge and reception area) which form part of the Development and are dedicated for use by occupiers of the Housing with Care Units to also be made available for use by members of the general public at identified times; and
- (g) a programme for the Completion of the Housing with Care Units;

Housing with Care Unit means a self-contained residential unit (Use Class C2) that is constructed as part of the Development and Occupied only by Qualifying Persons;

Principal Occupant means a person who is the registered freehold proprietor or leasehold proprietor of the Housing with Care Unit or has entered into an assured periodic tenancy or other form of tenancy entitling them to Occupy the Housing with Care Unit, which shall include the spouse or dependant or co-habitee or the widow or widower or surviving dependant or co-habitee of such person who Occupied the Housing with Care Unit with that person and did so up to the date of their death excluding any period of time when that person was unable to Occupy the Housing with Care Unit by reason of his/her care needs;

Qualifying Person means a person who is:

- (a) the Principal Occupant of the Housing with Care Unit; and
- (b) an Eligible Purchaser;
- (c) not less than fifty-five (55) years of age on the date of first Occupation of a Housing with Care Unit (or, where two persons share accommodation together, at least one is); or
- (d) suffers from a permanent physical or mental illness or disablement (or, where two persons share accommodation together, at least one is),

and has agreed to undertake a Health Assessment and regular reviews of their Care and Wellbeing Plan throughout their Occupation of the relevant Housing with Care Unit and **Qualifying Persons** shall be construed accordingly;

Qualifying Person Assessment means an assessment to be undertaken by the Care Delivery Partner prior to exchange of contracts in respect of each Housing with Care Unit in order to ensure that a proposed Occupier of that Housing with Care Unit is a Qualifying Person;

Registered Service Provider means a body registered as a service provider under chapter 2 of the Health and Social Care Act 2008 (or any comparable register established under any statutory system replacing that chapter) in respect of at least the provision of 'personal care' as defined by the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 or any modification or amendment or substitution thereof;

Services means having connections for mains water, foul and surface water drainage, electricity and telecommunications but only to the extent appropriate to the proposed use of the Housing with Care Land and adequate for the purposes of the prospective users of the Housing with Care Land and with sufficient vehicular and pedestrian access to the Housing with Care Land from a public highway; and

SPPMG means the County Council's Service Provision and Place-Making Guide dated 2024 (or its replacement);

Transfer Date means the date when the Housing with Care Land is Transferred to the Care Delivery Partner;

Transfer Notice means a written notice that includes the following information:

- (a) the Transfer Date;
- (b) the name of the Care Delivery Partner;
- (c) a copy of the Transfer (in respect of the Housing with Care Land) to the Care Delivery Partner; and

Transfer Terms means a Transfer at Market Value and subject to the following:

- (a) free from any outstanding liabilities (financial or otherwise) and encumbrances;
- (b) in a Serviced Condition;
- (c) a reservation of all rights of access and passage of Services and rights of entry that are reasonably necessary for the benefit of the remainder of the Owners' land; and
- (d) an obligation on the transferee to manage and maintain the Housing with Care Units in accordance with the restrictions set out in:
 - (i) this Schedule;
 - (ii) the Planning Permission; and
 - (iii) all related Reserved Matters Approvals.

2. **Transfer of the Housing with Care Land**

- 2.1 Prior to first Occupation of the Development (or any part of it), to Transfer to the Care Delivery Partner the Housing with Care Land on the Transfer Terms.
- 2.2 Not to Occupy the Development (or any part of it) unless and until the Housing with Care Land has been Transferred to the Care Delivery Partner on the Transfer Terms.
- 2.3 To serve the Transfer Notice on the County Council and the Council within ten (10) Working Days of the Transfer Date.

3. **Housing with Care Scheme**

- 3.1 To submit the Housing with Care Scheme to the County Council for approval prior to Occupation of more than twenty-five percent (25%) of the Residential Units.
- 3.2 Not to Occupy more than twenty-five percent (25%) of the Residential Units unless and until the Housing with Care Scheme has been submitted to, and approved in writing by, the County Council or an Expert (as the case may be).
- 3.3 Not to amend the approved Housing with Care Scheme without the further written approval of the County Council or an Expert (as the case may be).
- 3.4 To comply with the approved Housing with Care Scheme (including any amendments to it that may be approved in writing from time to time by the County Council or an Expert (as the case may be) in carrying out the Development.
- 3.5 The Owners shall provide the County Council with any information reasonably necessary to determine a request for approval of the Housing with Care Scheme under paragraph 3.1. Where the County Council notifies the Owners in writing within fifteen (15) Working Days of receipt of a request that it requires further information to properly be able to determine the Housing with Care Scheme, to provide such information within forty (40) Working Days of receipt of that written request PROVIDED THAT if further information is requested in writing by the County Council then the process shall be repeated applying the same timeframe until the request is determined by the County Council or an Expert.
- 3.6 Paragraph 3.5 shall apply *mutatis mutandis* to any request notified by the Owners to the County Council to amend the most recently approved Housing with Care Scheme.
- 3.7 The Owners shall be entitled to treat any request made pursuant to paragraph 3.1 and/or 3.6 above as in dispute for the purposes of clause 25 where:
 - 3.7.1 the County Council has not determined it within three (3) months of the date on which the request was notified to the Council; and
 - 3.7.2 the Referral Period has expired.

4. **Completion of the Housing with Care Units**

- 4.1 To:
 - 4.1.1 Complete the Housing with Care Units (including the related Communal Facilities); and

- 4.1.2 carry out the Development,
in accordance with the approved Housing with Care Scheme (including any amendments to it that are approved in writing from time to time by the County Council or an Expert (as the case may be)).
- 4.2 Not to:
 - 4.2.1 Complete the Housing with Care Units (including the related Communal Facilities); and
 - 4.2.2 carry out the Development,
otherwise than in accordance with the approved Housing with Care Scheme (including any amendments to it that are approved in writing from time to time by the County Council or an Expert (as the case may be)).
- 4.3 To ensure that the Communal Facilities are Completed in accordance with the approved Housing with Care Scheme (including any amendments to it that are approved in writing from time to time by the County Council or an Expert (as the case may be) prior to Occupation of any Housing with Care Units.
- 4.4 Not to Occupy any Housing with Care Unit unless and until the Communal Facilities have been Completed in accordance with the approved Housing with Care Scheme (including any amendments to it that are approved in writing from time to time by the County Council or an Expert (as the case may be)).
- 5. **Prior to Occupation of the Housing with Care Units**
 - 5.1 Prior to Occupation of each Housing with Care Unit, to undertake:
 - 5.1.1 a Qualifying Person Assessment; and
 - 5.1.2 a Health Assessment,
 for each person who has applied to Occupy that Housing with Care Unit in order to assess whether they are a Qualifying Person and, if so, to identify the level and type of care and other support and assistance they require to inform their Care and Wellbeing Plan.
 - 5.2 Prior to a Qualifying Person's first Occupation of a Housing with Care Unit, to ensure that a Care and Wellbeing Plan has been completed for that Qualifying Person.
 - 5.3 Not to permit a Qualifying Person to first Occupy a Housing with Care Unit unless and until a Care and Wellbeing Plan has been completed for that Qualifying Person.
- 6. **Occupation of the Housing with Care Units**
 - 6.1 Not to Occupy or permit the Occupation of a Housing with Care Unit other than:
 - 6.1.1 in accordance with Use Class C2; and
 - 6.1.2 by a Qualifying Person and their spouse or dependant or co-habitee or the widow or widower or surviving dependant or co-habitee,
 (unless otherwise first agreed in writing with the County Council).

- 6.2 To ensure that the Housing with Care Units shall be:
 - 6.2.1 operated in accordance with the approved Housing with Care Scheme (including any amendments to it that are approved in writing from time to time by the County Council or an Expert (as the case may be)); and
 - 6.2.2 operated and managed by the Care Delivery Partner.
- 6.3 Not to operate the Housing with Care Units otherwise than:
 - 6.3.1 in accordance with the approved Housing with Care Scheme (including any amendments to it that are approved in writing from time to time by the County Council or an Expert); and
 - 6.3.2 by the Care Delivery Partner.
- 6.4 Throughout the lifetime of the Housing with Care Units, to ensure that the Communal Facilities are made available to members of the general public in accordance with the approved Housing with Care Scheme (including any amendments to it that are approved in writing from time to time by the County Council or an Expert (as the case may be)).
- 7. **Monitoring**
 - 7.1 No less frequently than once per year, to review and update the Care and Wellbeing Plan for each Qualifying Person in order to ensure that that Qualifying Person continues to receive the most appropriate level and type of care and support for their specific needs (from time to time).
 - 7.2 Upon reasonable written request by the County Council, to make available to the County Council such evidence as is necessary to show that the ongoing requirements of individual Qualifying Person Assessments and Care and Wellbeing Plans are being met PROVIDED THAT such evidence shall not breach confidentiality commitments or obligations to the relevant Qualifying Person.
 - 7.3 At all times to provide the minimum level of Care Services, care wellbeing and support services set out in the Care and Wellbeing Package of each Qualifying Persons who have an identified need set out in the Care and Wellbeing Plan;
 - 7.4 To make arrangements for such additional care and support services for a Qualifying Person as may be required in addition to their Care and Wellbeing Package including through a Registered Service Provider or a combination of services to be provided by the Care Delivery Partner and Registered Service Provider subject to:
 - 7.4.1 the payment of additional fees by the Qualifying Person on commercial terms to be agreed between the parties; and
 - 7.4.2 the right of that Qualifying Person to procure such additional care and support from their own chosen provider.

SCHEDULE 8 – CHILDREN'S HOME

1. Definitions

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

Children's Home means the four (4) bedroom children's home (Use Class C2) that is constructed in a Suitable Location as part of the Development and is capable of accommodating up to three (3) looked after children;

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 Completed (or such longer period as may be agreed in writing between the Owner and the County Council);

Property Build Specification means the November 2025 CLA Property Build Specification attached at Appendix 3 to this Deed or as otherwise agreed with the County Council in writing;

Suitable Location means a location which is consistent with the parameters set out within the CLA Site Location Requirement a copy of which is attached at Appendix 4 to this Deed:

Transfer means the transfer of the Children's Home to the County Council on the Transfer Terms; and

Transfer Terms means a Transfer that includes the following terms:

- (a) for a consideration of one pound (£1);
- (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 Owners' land; and
- (f) an obligation on the County Council (as the proposed transferee) to manage and maintain the Children's Home in accordance with the restrictions set out in this Schedule.

2. Completion of the Children's Home

- 2.1 To Complete the Children's Home in accordance with:

- 2.1.1 the Planning Permission;

- 2.1.2 all related Reserved Matters Approvals; and
 - 2.1.3 the Property Build Specification,
- prior to Occupation of more than eighty five percent (85%) of the Market Units.
- 2.2 Not to Occupy nor permit Occupation of more than eighty five percent (85%) of the Market Units unless and until the Children's Home has been Completed in accordance with:
- 2.2.1 the Planning Permission;
 - 2.2.2 all related Reserved Matters Approvals; and
 - 2.2.3 the Property Build Specification.
3. **Transfer of the Children's Home**
- 3.1 During the Children's Home Transfer Period to:
- 3.1.1 provide to the 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 any reasonable defects prior to the Transfer.
- 3.2 Throughout the Children's Home Transfer Period, to use Reasonable Endeavours to Transfer to the County Council the Children's Home on the Transfer Terms as soon as reasonably practicable following Completion of the Children's Home.
4. **Occupation of the Children's Home**
- 4.1 Subject to paragraph 4.3 below, to ensure that the Children's Home shall be:
- 4.1.1 Occupied only as a Children's Home (unless otherwise agreed in writing with the Council); and
 - 4.1.2 operated and managed by (or on behalf of) the County Council,
- for the lifetime of the Development.
- 4.2 Subject to paragraph 4.3 below, not to:
- 4.2.1 Occupy the Children's Home otherwise than as a Children's Home for the lifetime of the Development; and
 - 4.2.2 Transfer the Children's Home otherwise than to the County Council.
- 4.3 If, despite having used Reasonable Endeavours, the Owners have not been able to Transfer the Children's Home to the County Council on the Transfer Terms upon expiration of the Children's Home Transfer Period (or such longer period as is agreed in writing between the Owners and the County Council), then the Children's Home shall immediately be released from the obligations in this Schedule.

SCHEDULE 9 – BIODIVERSITY NET GAIN

I. Definitions

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

Biodiversity Baseline Position means the extent of the biodiversity features that exist on the Site as calculated in accordance with the Biodiversity Metric as at the date of the Planning Application;

Biodiversity Gain Plan means the plan to be submitted to and approved by the Council pursuant to the Planning Permission and/or in accordance with paragraph 14 of Schedule 7A of the 1990 Act in order to demonstrate the provision of a minimum of a ten percent (10%) gain in Biodiversity Units above the Biodiversity Baseline Position;

Biodiversity Metric means the statutory biodiversity metric as published from time to time by the Department for Environment, Food & Rural Affairs;

Biodiversity Net Gain means a gain in biodiversity capable of mitigating the loss of biodiversity attributable to the Development measured according to the Biodiversity Metric or any replacement means of measuring biodiversity gains and losses as shall be published from time to time;

Biodiversity Units means the quantum of biodiversity to be secured for the Development either on the Site and/or off the Site in order to achieve a minimum net gain of ten percent (10%) as measured by the Biodiversity Metric against the Biodiversity Baseline Position;

BNG Agreement means a legally binding agreement which:

- (a) enures for the Management and Maintenance Period; and
- (b) contributes towards achieving the Biodiversity Net Gain in accordance with the Biodiversity Gain Plan;

BNG Commencement Date means the date on which the Habitat Creation and Enhancement Works have commenced as notified by the Owners to the Council in accordance with paragraph 3.2.2 of Schedule 9;

BNG Completion Date means the date on which the Habitat Creation and Enhancement Works have been completed as notified by the Owners to the Council in accordance with paragraph 3.4 of Schedule 9;

Habitat Creation and Enhancement Works means the habitat creation and enhancement works to be carried out on the Site as set out in the approved Habitat Management and Monitoring Plan (including any management or monitoring activities that are specified in the approved Habitat Management and Monitoring Plan);

Habitat Management and Monitoring Plan means a plan for the creation of semi-natural habitats on the Site in order to contribute towards achieving a Biodiversity Net Gain in accordance with the Biodiversity Gain Plan, which shall include:

- (a) details of the proposed Habitat Creation and Enhancement Works;
- (b) proposals for the long-term management and monitoring of the Habitat Creation and Enhancement Works throughout the Management and Maintenance Period,

PROVIDED THAT the plan may be amended from time to time with the written agreement of the Council; and

Management and Maintenance Period means a period of thirty (30) years commencing on Completion of the Habitat Creation and Enhancement Works.

2. **Habitat Management and Monitoring Plan**

- 2.1 To submit the Habitat Management and Monitoring Plan to the Council for its approval in writing prior to the Commencement Date.
- 2.2 Not to Commence the Development unless and until the Habitat Management and Monitoring Plan has been submitted to, and approved in writing by, the Council or an Expert (as the case may be).
- 2.3 The Owners shall provide the Council with any information reasonably necessary to determine a request for approval of the Habitat Management and Monitoring Plan under paragraph 2.1. Where the Council notifies the Owners in writing within fifteen (15) Working Days of receipt of a request that it requires further information to properly be able to determine the Habitat Management and Monitoring Plan, to provide such information within forty (40) Working Days of receipt of that written request PROVIDED THAT if further information is requested in writing by the Council then the process shall be repeated applying the same timeframe until the request is determined by the Council or an Expert pursuant to clause 25.
- 2.4 Paragraph 2.3 shall apply *mutatis mutandis* to any request notified by the Owners to the Council to amend the most recently approved Habitat Management and Monitoring Plan.
- 2.5 The Owners shall be entitled to treat any request made pursuant to paragraph 2.1 and/or 2.4 above as in dispute for the purposes of clause 25 where:
 - 2.5.1 the Council has not determined it within three (3) months of the date on which the request was notified to the Council; and
 - 2.5.2 the Referral Period has expired.

3. **Habitat Creation and Enhancement Works**

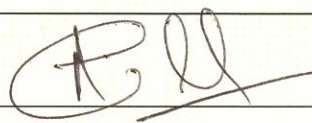
- 3.1 To commence the Habitat Creation and Enhancement Works in accordance with the approved Habitat Management and Monitoring Plan (including any amendments to it that are approved in writing from time to time by the Council or an Expert (as the case may be)) no later than six (6) months following the Commencement Date.
- 3.2 To:
 - 3.2.1 provide the Council with no less than ten (10) Working Days' prior notice in writing of the BNG Commencement Date; and

- 3.2.2 notify the Council of the BNG Commencement Date within ten (10) Working Days of it having occurred.
- 3.3 To carry out the Habitat Creation and Enhancement Works in accordance with the approved Habitat Management and Monitoring Plan (including any amendments to it that are approved in writing from time to time by the Council or an Expert (as the case may be)).
- 3.4 To notify the Council of the BNG Completion Date within ten (10) Working Days of it having occurred.
- 3.5 To maintain and monitor the Habitat Creation and Enhancement Works in accordance with the approved Habitat Management and Monitoring Plan (including any amendments to it that are approved in writing from time to time by the Council or an Expert (as the case may be)) throughout the Management and Maintenance Period.
- 4. **Off-Site Biodiversity Units**
 - 4.1 To:
 - 4.1.1 enter into a BNG Agreement if necessary to achieve a Biodiversity Net Gain in accordance with the approved Biodiversity Gain Plan; and
 - 4.1.2 provide the Council with a copy of the BNG Agreement within ten (10) Working Days of it having been entered into,

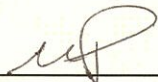
prior to the Commencement Date.
 - 4.2 Not to Commence the Development unless and until:
 - 4.2.1 a BNG Agreement has been entered into if necessary to achieve a Biodiversity Net Gain in accordance with the approved Biodiversity Gain Plan; and
 - 4.2.2 the Council has been provided with a copy of the BNG Agreement within ten (10) Working Days of it having been entered into.
 - 4.3 To:
 - 4.3.1 comply with the covenants and obligations set out in the BNG Agreement entered into pursuant to paragraph 5.2 above; and
 - 4.3.2 provide the Council with evidence of the purchase of such off-Site Biodiversity Units as are necessary to achieve a Biodiversity Net Gain in accordance with the approved Biodiversity Gain Plan.
- 5. **Expiry Date**
 - 5.1 The covenants and obligations in this Schedule shall absolutely determine and cease to be of any further legal effect upon expiry of the Management and Maintenance Period save for any antecedent breach of the covenants and obligations in this Schedule.

SIGNED as a deed by
AJIT KAUR GILL
in the presence of:

Signature



Witness signature



Name (in BLOCK CAPITALS)

MARIA ELOISA PIZONI

Address

27a St Mary's Road NW10 4AB

EXECUTED as a deed by
BURLINGTON DEVELOPMENTS
LONDON LTD
acting by a director in the presence of a
witness:

Signature

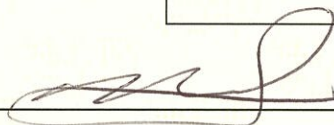


Director

Print name

PHILIP PATRICK

Witness signature



Name (in BLOCK CAPITALS)

NEIL MACDONALD

Address

25-27. WESTON ST
LONDON SE19 3RY

APPENDIX I
PROFORMA NOTICE

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106 AGREEMENT

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE

HCC DU REFERENCE

SITE ADDRESS

SITE OWNER DETAILS

Name

Contact name

Address

Telephone nos.

Main

Mobile

Email

EVENTS BEING NOTIFIED

Commencement Date – [X]

Occupation of Development (Number if relevant) – [X]

Completion of Development - [X]

COMPLIANCE WITH OBLIGATION(S)

Schedule Paragraph

Details of obligation and compliance.....

PAYMENT OF S106 CONTRIBUTIONS

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

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:

The County Secretary
Hertfordshire County Council

Farnham House,

Six Hills Way,

Stevenage

SG1 2FQ

(Ref:[x])

APPENDIX 2

Calculation Tables in respect of the Education and Waste Transfer Station Contributions

Output Tables for Section 106 Reports

Service	Type	Tenure	Bedrooms			
			1	2	3	≥ 4
Secondary Education (Including Post-16 Provision)	Flat	Affordable Rent and/or Social Rent**	£2,240	£14,617	£13,196	£14,607
Secondary Education (Including Post-16 Provision)	Flat	Open Market and/or Shared Ownership*	£2,393	£5,246	£4,843	£5,839
Secondary Education (Including Post-16 Provision)	House	Affordable Rent and/or Social Rent**	£932	£12,891	£17,544	£19,552
Secondary Education (Including Post-16 Provision)	House	Open Market and/or Shared Ownership*	£2,907	£5,560	£8,969	£10,935
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 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)

Service	Type	Tenure	Bedrooms			
			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)

APPENDIX 3

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 4

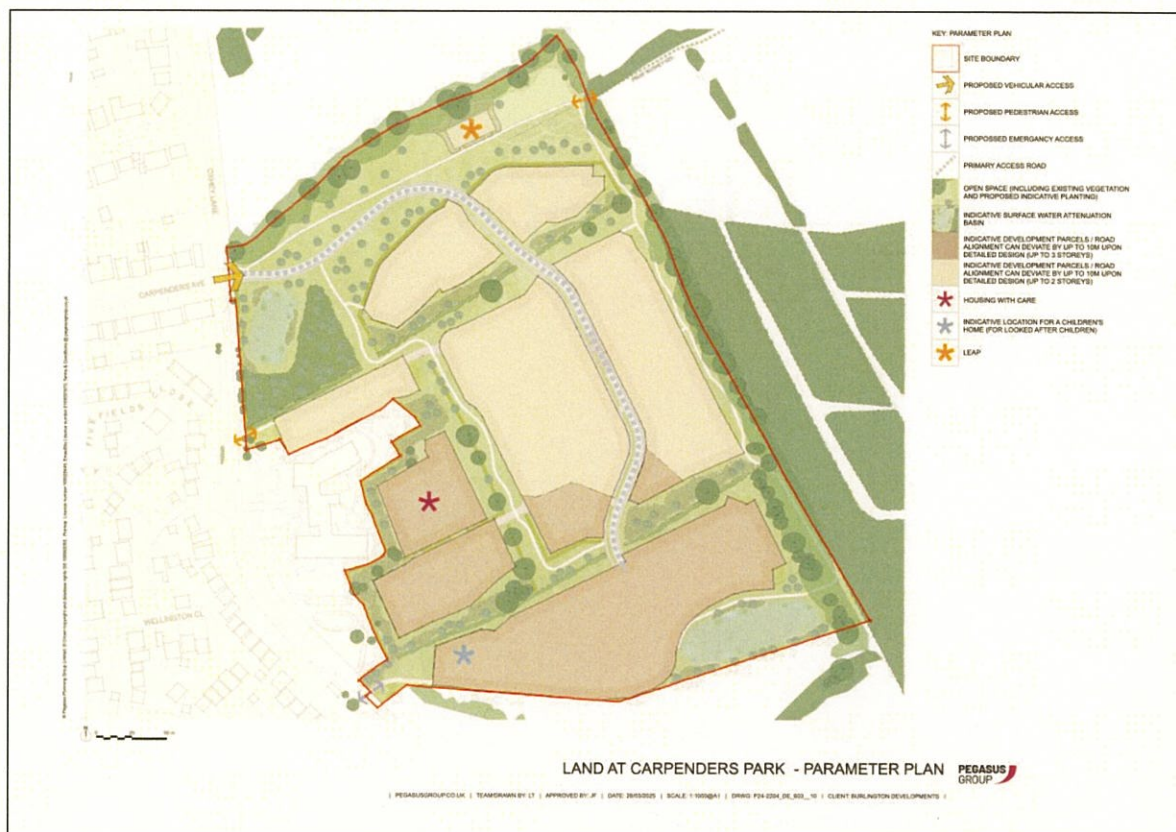
CLA Site Location Requirements

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).

Land East of Oxhey Lane

- 1.4 The proposed development at the Site involves the delivery of up to 257 homes, housing with care as well as associated parking, landscaping and public open space.
- 1.5 The proposals include the provision of one 4-bed children's home (Use Class C2), capable of accommodating up to three children, and providing facilities for staff to stay on site. The proposals at the site will be the subject of an outline planning application, with all matters reserved save for access.
- 1.6 Although the planning application will be in outline, the Applicant has shared indicative plans with HCC demonstrating the potential layout of the site. The signatories to this document have had meaningful engagement on the proposed layout. The suggested locations of where a single children's home would be appropriate is illustrated on the parameter plan:



- 1.7 HCC appreciate that the position of the proposed new children's homes is not fixed; however, the parameter plan(s) accompanying the application provide an indication on location. The details of which will be the subject of a subsequent reserved matters application. Notwithstanding this, 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:

Must Not	Must
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
Should Not	Should
Be near: - Railway lines - Dual carriageways - Motorways	Have access to local amenities, such as, local convenience stores and community facilities

• Bodies of water • 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