

DATED

21st May

2021

We hereby certify this to be a
true copy of the original
Dated this 21st day of May 2021

CANTON LIMITED

and

~~Trowers & Hamlins LLP~~
TROWERS & HAMLINS LLP

MAUREEN ELSIE LESLEY FRANKLIN-SMITH

and

EILEEN KAY LAWRENCE

and

RAYMOND KENNETH FRANKLIN

to

ST ALBANS CITY AND DISTRICT COUNCIL

and

WELWYN HATFIELD BOROUGH COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

PLANNING OBLIGATION BY DEED OF AGREEMENT PURSUANT TO SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) IN RELATION TO THE
DEVELOPMENT OF LAND OFF BULLENS GREEN LANE, COLNEY HEATH, AL4 0QQ

Appeal refs: APP/C1950/W/20/3265926 and APP/B1930/W/20/3265925
(Planning Application refs: 5/2020/1992 and 6/2020/2248/OUTLINE)

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THIS DEED is made on 21st day of May 2021

PARTIES

- (1) **CANTON LIMITED** incorporated and registered in the Isle of Man with company number 006389V whose registered office is at PO BOX 145, Level 6, 10A Prospect Hill, Douglas, Isle of Man, IM99 1FY (the "**Developer**")
- (2) **MAUREEN ELSIE LESLEY FRANKLIN-SMITH** of Little Orchard, Roestock Lane, Colney Heath, St. Albans, AL4 0PP and **EILEEN KAY LAWRENCE** of 22 Greyfriars Close, Bognor Regis, PO21 5RH and **RAYMOND KENNETH FRANKLIN** of 32 Poppy Field, Biggleswade, SG18 8TU (collectively the "**Owner**")
- (3) **WELWYN HATFIELD BOROUGH COUNCIL** of Council Offices, The Campus, Welwyn Garden City, Hertfordshire, AL8 6AE (the "**Borough Council**")
- (4) **ST ALBANS CITY AND DISTRICT COUNCIL** of Civic Centre, St Peters Street, St Albans, Hertfordshire, AL1 3JE (the "**District Council**")
- (5) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall, Pegs Lane, Hertford, Hertfordshire, SG13 8DE (the "**County Council**")

RECITALS

- (A) The Borough Council is the local planning authority for the purposes of (inter alia) section 106 of the 1990 Act for that part of the Site shaded green on Plan 2.
- (B) The District Council is the local planning authority for the purposes of (inter alia) section 106 of the 1990 Act for that part of the Site shaded blue on Plan 2.
- (C) The County Council is also a local planning authority for the purposes of (inter alia) section 106 of the 1990 Act and the highway authority, the education authority, the library authority the social services authority for Hertfordshire.
- (D) The Owner is the registered proprietor of the Site registered at HM Land Registry under Title Number HD566986.
- (E) The Developer has an interest in the Site by virtue of an Option to Purchase Agreement dated 16 November 2007 which was novated to the Developer by a Deed of Novation dated 8 January 2014.
- (F) The Developer submitted the Applications to the District Council on 28 August 2020 and to the Borough Council on 2 September 2020.
- (G) The Developer has appealed against the Borough Council's refusal (by way of a decision notice dated 2 December 2020) and the District Council's non-determination of the Planning Applications.
- (H) The Parties acknowledge and agree that the Parties are entering into this Deed without prejudice to any submissions as part of the Appeal.

- (I) The obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act.
- (J) The Developer and the Owner have agreed to enter in this Deed as hereinafter set out in order to secure the planning obligations it creates in favour of the Borough Council, District Council and County Council pursuant to Section 106 of the 1990 Act in the event that Planning Permission for the Development is granted pursuant to the Appeal and agree to comply with the obligations, covenants and restrictions contained in this Deed.

AGREED TERMS

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this Deed:

1.1 Definitions:

"**1990 Act**" means the Town and Country Planning Act 1990 (as amended).

"**Applications**" means the applications for outline planning permission for the Development bearing the District Council's reference number 5/2020/1992 and the Borough Council's reference number 6/2020/2248/OUTLINE.

"**Affordable Housing**" means the Social Rented Housing and/or Intermediate Housing and/or Affordable Rented Housing which is available to persons who are in Local Housing Need.

"**Affordable Housing Scheme**" means a scheme to be approved by the District Council and the Borough Council which specifies in relation to the Site:

- (a) The quantum, location and distribution and relevant tenures of the Affordable Housing within the Site, ensuring:
 - (i) That not less than 35% or more than 55% of the Dwellings falling within the administrative area of the Borough Council shall be Affordable Housing Units and not less than 35% or more than 55% of the Dwellings falling within the administrative area of the District Council shall be Affordable Housing Units;
 - (ii) An overall Site wide provision of Affordable Housing Units of not less than 45% of the Dwellings permitted by the Planning Permission;
 - (iii) The size of Affordable Housing Units approved by the Borough Council and District Council in writing and which shall be determined having regard to the identified housing needs within the Borough Council's and District Council's respective administrative areas;
 - (iv) Within that part of the Site which falls within the administrative area of the Borough Council an Affordable Housing tenure mix of 40% Social Rented Housing Units and 60% Intermediate Housing and/or Affordable Rented Housing (or such other tenure mix as may be agreed in writing with the Borough Council);

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- (v) Within that part of the Site which falls within the administrative area of the District Council a ratio of 2:1 Affordable Rented Housing to Shared Ownership Housing (or such other tenure mix as may be agreed in writing with the District Council);
- (b) The details of how the proposed design of the Affordable Housing will ensure that the Affordable Housing is materially indistinguishable (in terms of outward design and appearance) from the market housing of a similar size within the Development; and
- (c) The form of Shared Ownership Lease to be used for any Disposals of the Shared Ownership Housing (if applicable).

and which may be amended from time to time with the written approval of the Borough Council and the District Council (such approval not to be unreasonably withheld or delayed).

"Affordable Housing Units" means that part of the Development comprising 45% of the Dwellings which shall be constructed for Affordable Housing in accordance with the Planning Permission, this Deed and the approved Affordable Housing Scheme.

"Affordable Rented Housing" means affordable housing to be made available by the RPSH to Households with a Local Connection and who are in Local Housing Need at rents of up to 80% of the local Market Rent (including service charges where applicable) and **"Affordable Rented Housing Units"** and **"Affordable Rent"** shall be construed accordingly.

"Appeal" means the appeals against the refusal of the Applications with references APP/C1950/W/20/3265926 and APP/B1930/W/20/3265925.

"BCIS Index" means the Building Cost Information Service All-In Tender Price Index published from time to time.

"Biodiversity Metric" means the metric published by Natural England from time to time to measure and account for biodiversity losses and gains resulting from development or land management change (or in the absence of any metric published by Natural England, such other metric as may be agreed by the Owner and the Borough Council and the District Council).

"Biodiversity Offsetting Contribution" means the sum (exclusive of VAT if applicable) to be calculated in accordance with the formula set out at Schedule 8 of this Deed and agreed by the Borough Council and District Council as part of the Biodiversity Offsetting Scheme approved pursuant to this Deed to offset the loss of habitats on the Site in the event that the Biodiversity Post-Development Site Value is less than the Biodiversity Pre-Development Site Value and to be used by the Borough Council and District Council or Nominees towards the creation of new habitats in accordance with the Biodiversity Offsetting Scheme.

"Biodiversity Offsetting Scheme" means a scheme to be approved by the Borough Council and the District Council which shall include the following details:

- (a) the final calculation of the Biodiversity Offsetting Contribution;

- (b) whether the Biodiversity Offsetting Contribution is proposed to be paid to the Borough Council and District Council or its Nominees and details of the Nominees in the event that it is proposed to be paid to the Nominees which FOR THE AVOIDANCE OF DOUBT will be at the discretion of the Borough Council and District Council;
- (c) The identity of an appropriate receptor site(s) at which the Biodiversity Offsetting Contribution is to be expended; and
- (d) details of the provision of contractual terms to secure the offsetting measures in the event that the Biodiversity Offsetting Contribution is to be paid to a Nominee(s).

"Biodiversity Onsite Compensation" means biodiversity measures to be implemented within the Site as part of the Development in accordance with the Biodiversity Onsite Compensation Scheme approved by the Borough Council and District Council in accordance with this Deed.

"Biodiversity Onsite Compensation Certificate" means a certificate or certificates in writing relating to the Biodiversity Onsite Compensation provided by a suitably qualified and experienced ecologist (the identity of whom has been approved by the Borough Council and District Council in writing) that confirms that the Biodiversity Onsite Compensation has been laid out in accordance with the approved Biodiversity Onsite Compensation Scheme.

"Biodiversity Onsite Compensation Scheme" means a scheme to be approved by the Borough Council and the District Council detailing Biodiversity Onsite Compensation and which shall include (but shall not be limited to) the following:

- (a) the Biodiversity Post-Development Site Value;
- (b) the programme for the delivery of the Biodiversity Onsite Compensation; and
- (c) details of all measures to maintain the Biodiversity Onsite Compensation.

"Biodiversity Pre-Development Site Value" means 10.48 Biodiversity Units, being the biodiversity value of the Site prior to the Development and calculated as part of the Applications in accordance the Biodiversity Metric.

"Biodiversity Post-Development Site Value" means the number of Biodiversity Units that shall be achieved through the Biodiversity Onsite Compensation to be delivered as part of the Biodiversity Onsite Compensation Scheme approved in accordance with this Deed (calculated in accordance with the Biodiversity Metric) such score to be approved by the Borough Council and District Council as part of the Biodiversity Onsite Compensation Scheme.

"Biodiversity Units" means the measure of biodiversity resource to be quantified and assessed in accordance with the Biodiversity Metric.

"Borough Council Contributions" means the Community Healthcare Contribution, the General Medical Services Contribution, the Green Space Contribution, the Indoor Sports

Facilities Contribution, the Mental Health Contribution, the Outdoor Sports Facilities Contribution and the Waste and Recycling Contribution.

"Borough Council and District Council Contributions Report" a report to be submitted for approval for each Reserved Matters calculating the amount of the Borough Council Contributions and the District Council Contributions in accordance with the requirements of this Deed.

"Borough Council Monitoring Fee" means 5% of the total sum of the Borough Council Contributions towards the Borough Council's reasonable and proper administrative costs of monitoring compliance with the provisions of this Deed SAVE THAT the monitoring fee shall not exceed £5,000.

"Bus Stop Contribution" means the sum of £16,000 (sixteen thousand pounds) to be index linked as provided in clause 9.6 of this Deed.

"Chargee" means any mortgagee or chargee of the Owner or RPSH or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.

"Chartered Landscape Architect" means a chartered member of the Landscape Institute appointed by the Owner;

"Commencement Date" means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the expressions **"Commence"**, **"Commences"**, **"Commencement"** and **"Commenced"** shall be construed accordingly.

"Completed" means the completed construction of the Development and fitted out ready for Occupation.

"Community Healthcare Contribution" means the sum to be calculated at £182.03 per Dwelling (index linked as provided for in clause 10.3 of this Deed which shall be applied in favour of the Hertfordshire Community Trust towards the costs of refurbishing and reconfiguring the existing Queensway Health Centre in Hatfield to support the provision of enhanced services and for no other purpose.

"County Council Contributions" means the Library Contribution, the Primary Education Contribution, the Secondary Education Contribution, the Travel Plan Evaluation and Support Contribution, the Youth Contribution, and the Bus Stop Contribution.

"County Council Contributions Report" means a report to be submitted for approval for each Reserved Matters calculating the amount of the County Council Contributions in accordance with the requirements of this Deed.

"DEFRA" means the HM Government Department for Environment, Food and Rural Affairs (or any successor Government Department from time to time).

"Development" means the erection of up to 100 dwellings, including 45% affordable and 10% self or custom build, together with all ancillary works with all matters reserved except access pursuant to the Planning Permission.

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

"District Community Facilities Contribution" means the sum to be calculated in accordance with the applicable table at Appendix 5 of this Deed based on the number of Dwellings and mix to be provided pursuant to the Planning Permission and any Reserved Matters within the District Council's administrative area (index linked as provided for in clause 10.1 of this Deed payable to the District Council for use towards improvements to the Roestock Park Scout Hut and for no other purpose.

"Dwelling" means a residential dwelling (including a house flat or maisonette) to be constructed on the Site as part of the Development pursuant to the Planning Permission (including on any Self-Build and Custom Housebuilding Plots) and including all Market Dwellings and Affordable Housing Units .

"Dwelling Mix" means the presumed size type tenure and total number of Dwellings set out at Schedule 7 of this Deed used by the County Council in the absence of a dwelling mix submitted by the Developer to estimate the amount of the Primary Education Contribution and the Secondary Education Contribution.

"Eligible Household(s)" means a person or persons who are in Local Housing Need and who are nominated by the Borough Council or the District Council from its Housing Needs Registers in accordance with the Housing Allocations Policy.

"Environment Bank" means the independent business established in 2006 specialising in biodiversity accounting, use of metrics, offset brokerage and establishing habitat banks who work with public and private sector clients to delivery net gain solutions for biodiversity in the planning system.

"General Medical Services Contribution" means the sum to be calculated at £1,290 per Dwelling (index linked as provided for in clause 10.3 of this Deed) towards the expansion and/or improvement of general medical services and/or surgeries in the area and for no other purpose. *relocation of Natldown Road Surgery, Hatf.*

and/or Burrill House Surgery, Hatfield and for no other purpose.

"Green Space Contribution" means the sum to be calculated in accordance with the applicable table at Appendix 4 of this Deed based on the number of Dwellings and mix to be provided pursuant to the Planning Permission and any Reserved Matters within the Borough Council's administrative area (index linked as provided for in clause 10.1 of this Deed which shall be paid to the Borough Council and applied towards a project to create a wildflower meadow also with spring bulb planting at Angerland public open space off of Bishops Rise, South Hatfield and for no other purpose.

"Head of Housing" means the Borough Council and/or District Council's 's Head of Housing for the time being and his/her agents.

"Homes England" means the successor body to the Homes and Communities Agency created pursuant to the Housing and Regeneration Act 2008 exercising the functions in relation to the funding of affordable housing and being the regulator of social housing providers in England and includes any successor body exercising similar functions.

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

"Housing Needs Register" means the registers maintained by the Borough Council and the District Council (as applicable) or its nominee for Eligible Households.

"Housing Allocations Policy" means the register maintained by the Borough Council (or its nominee) or the District Council (or its nominee) (as applicable) for Eligible Households.

"Indoor Sports Facilities Contribution" mean the sum to be calculated using the Sports Facility Calculator based on the population of the Development (index lined as provided for in clause 10.2 of this Deed) towards sports facilities at the University of Hertfordshire and/or Hatfield Swimming Pools and for no other purpose.

"Interest" means interest at four percent above the base lending rate of Barclays Bank Plc from time to time.

"Intermediate Housing" means Shared Ownership Housing and/or other intermediate forms of Affordable Housing which accord with the NPPF and are agreed in writing with the Borough Council and District Council and **"Intermediate Housing Units"** shall be construed accordingly.

"Library Contribution" means the sum calculated in accordance with the table set out in Schedule 6 of this Deed by reference to the type size tenure and number of Dwellings and by reference to the rows prefaced "Library facilities" (such sum to be index linked as provided in clause 9.1 of this Deed).

"Local Connection" shall have the meaning given to it by the Housing Allocations Policy.

"Local Housing Need" means (i) Households who are in need of residential accommodation suitable for their needs as their sole or principal home otherwise unable to obtain such suitable accommodation within the administrative areas of the Borough Council and the District Council (as applicable) by reason of lack of financial resources and whom it is reasonable to live in the locality or persons for the time being registered on the Borough Council and/or District Council's (as applicable) maintained housing register and/or other housing register maintained for the purpose of identifying Local Housing Need in accordance with the policy of the Borough Council or the District Council (as applicable) and (ii) in the event that there shall be no such person ready willing and able to occupy an Affordable Housing Unit at the material time then a Household who is assessed by a RPSH or the Borough Council or the District Council (as applicable) to be in genuine and urgent housing need.

"Market Dwelling" means a Dwelling that is not an Affordable Housing Unit or designated to be constructed on the Self-Build and Custom Housebuilding Plots and the expression **"Market Dwellings"** and **"Market Housing"** shall be construed accordingly.

"Market Rent" means the estimated amount for which the relevant Dwelling should be let on the date of valuation between a willing lessor and willing lessee on appropriate lease terms in an arms length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion.

"Market Value" means the price at which the whole interest in the Affordable Housing Unit or Self-Build and Custom Housebuilding (as applicable) would be expected to command if sold by a willing seller to a willing purchaser for residential purposes free of the restrictions and obligations contained in this Deed.

"Mental Health Contribution" means the sum of £201.38 per Dwelling (index linked as provided for in clause 10.3 of this Deed towards the Hertfordshire Partnership Foundation Trust to support the costs of refurbishing and reconfiguring the existing Queensway Health Centre in Hatfield and Roseanne House in Welwyn Garden City to enable increased services capacity and for no other purposes.

"New Primary School" a proposed new two form entry (2fe) primary school at site HS11 located to the south of South Way (A1001) and to the east of Hatfield Cemetery Hatfield as set out in the emerging Welwyn Hatfield Borough Council Local Plan.

"New Secondary School" a proposed new eight form entry (8fe) secondary school at site HAT1 located on the North Western edge of Hatfield (adjacent to Hatfield Garden Village as set out in the emerging Welwyn Hatfield Borough Council Local Plan.

"Nomination Agreement" means the agreements substantially in the form appended at Appendix 6 of this Deed with such amendments as may reasonably be agreed between the Borough Council and District Council (as applicable) and the RPSH.

"Nominee" means the Environment Bank or other body approved by the Borough Council and the District Council who is capable of delivering the Biodiversity Offsetting Scheme.

"NPPF" means the National Planning Policy Framework 2019 and any replacement national planning policy document.

"Occupy" means occupation for the purposes of the Planning Permission but not including occupation by personnel engaged in the construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the expressions **"Occupation"** and **"Occupied"** shall be construed accordingly.

"Open Space" means informal public open space and amenity areas to be provided within the Site pursuant to any Reserved Matters including any grass and/or play area(s) and/or landscaped and/or hardstanding and/or parking areas and/or estate roads excluding such areas that are or are to be publicly maintainable highway or within the curtilage of Dwellings.

"Open Space Certificate" means a certificate or certificates in writing relating to the Open Space Land issued by a Chartered Landscape Architect and in relation to the equipped play area(s) issued by an inspector registered on the Register of Play Inspectors International that confirms that the Open Space Land have been laid out in accordance with the approved Open Space Scheme.

"Open Space Land" means the land identified as Open Space in the Open Space Scheme.

"Open Space Management Company" means a private limited company established or appointed for inter alia the purpose of managing the Open Space Land in accordance with the approved Open Space Management Scheme.

"Open Space Management Scheme" means a written scheme prepared by the Owner to be submitted to the Borough Council and the District Council for approval for the ongoing long term management and maintenance of the Open Space (as may be amended from time to time with the written approval of the Borough Council and the District Council) including for the avoidance of doubt details of the Management Company and its obligations and funding.

"Open Space Programme" means a programme setting out the timetable for the provision of Open Space at the Development.

"Open Space Scheme" means a written scheme prepared by the Owner to be submitted to the Borough Council and the District Council for approval for the provision of Open Space to include details of the Open Space Works and details of how from the practical completion of the Open Space Works public access 24 hours per day 365 days a year shall be permitted and secured (save for a Permitted Closure and it being agreed between the Parties that there is no intention to create any public rights of way over the Open Space Land in addition to those parts of the Open Space Land which already benefit from public rights of way at the date of this Deed), which shall be enforceable by the Borough Council and District Council.

"Open Space Works" means the specification and works required for the provision of the Open Space in accordance with the Open Space Scheme.

"Outdoor Sports Facilities Contribution" mean the sum to be calculated using the Sports Facility Calculator based on the population of the Development (index lined as provided for in clause 10.2 of this Deed) towards improving drainage Welham Green Recreation Ground grass pitches and/or towards repairs to the bowls ground at the Welham Green Recreation Ground and for no other purpose.

"Parties" means the parties to this Deed and the term Party shall be construed accordingly.

"Permitted Closure" means that the Owner may from time to time temporarily restrict or prevent access to the Open Space Land (save for those parts of the Open Space Land which benefit from public rights of way at the date of this Deed) or any part thereof (as applicable) by giving reasonable prior notice to the Borough Council and the District Council in writing (EXCEPT in cases of emergency or danger to the public where such closure is necessary in the interests of public safety or otherwise for reasons of public safety or at the request of the emergency services when no prior notice or consent shall be required) but only for so long as is reasonably necessary for the following purposes:

- (a) for a maximum of one day per year to assert rights of proprietorship preventing any additional public rights from coming into being by means of prescription or any process of law PROVIDED THAT: (i) there shall be no such closure if the entire Open Space Land has been closed for an entire day or more for any of

the other purposes specified in this definition during the preceding year; and (ii) there shall be no closure of those parts of the Open Space Land which benefit from public rights of way at the date of this Agreement for this purpose;

- (b) in the interests of public safety generally or for the purposes of maintenance, repair, cleansing, renewal or resurfacing of the Open Space Land;
- (c) the laying cleaning maintenance and repair of any cables wires pipes drains or ducts over along or beneath the Open Space Land;
- (d) The inspection maintenance repair renewal rebuilding or demolition or development of any building or buildings on land adjoining the Open Space Land (including the erection of scaffolding);
- (e) the inspection maintenance repair renewal rebuilding or demolition or development of any building or buildings on land adjoining the Open Space Land (including the erection of scaffolding);
- (f) with the prior written approval of the Borough Council and District Council for any reasonable and proper purpose.

PROVIDED THAT the Owner shall (i) take reasonable steps to minimise the duration and extent of any such closures and (ii) re-open the Open Space as soon as is reasonably practicable.

"Plan 1" means the Site Boundary Plan appended to this Deed at appendix 3.

"Plan 2" means the District Boundary Plan appended to this Deed at Appendix 3.

"Planning Inspector" means the Planning Inspector appointed on behalf of the Secretary of State to determine the Appeal.

"Planning Permission" means any planning permission for the Development that may be granted pursuant to the Appeal.

"Primary Education Contribution" means either:

- (i) the sum of £1,384,290 (one million three hundred and eighty four thousand two hundred and ninety pounds) calculated by reference to the Scorecards taking account of the Dwelling Mix such Dwelling Mix currently assessed as equivalent to 15% of the capacity of the New Primary School which sum further includes equivalent 15% of the land value in respect of the New Primary School (such sum to be index linked as provided in clause 9.2 of this Deed); or
- (ii) if the actual dwelling mix differs from the Dwelling Mix a sum calculated by reference to the Scorecards taking account of such actual dwelling mix and by ascertaining the percentage of the capacity of the New Primary School represented by such actual dwelling mix together with the equivalent percentage of the land value of the New Primary School represented by the said actual dwelling mix (such sum to be index linked as provided in clause 9.2 of this Deed)

"**PUBSEC Index**" means the Tender Price Index of Public Sector Non-Housing Smoothed All-In Index and specifically the series called "Extension of Public Sector Tender Price Index of Public Sector Building Non-Housing" as published by the Building Cost Information Service of the Royal Institute of Chartered Surveyors or any successor organisation or equivalent replacement index.

"**Qualifying Self Build and Custom Housebuilding Developer**" means an individual or association of individuals (including bodies corporate that exercise functions on behalf of associations of individuals who satisfy all of the following criteria:

- of section 4(3) of the Self-build and Custom Housebuilding Regulations 2016.*
- (a) ~~Aged 18 or older;~~
 - (b) ~~A British citizen, a national of an EEA State other than the United Kingdom or a national of Switzerland; and~~
 - (c) ~~Seeking (either alone or with others) to acquire a serviced plot of land in the Borough Council or District Council's area to commission or build a house to occupy as that individual's sole or main residence.~~
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"**RPSH**" means a registered provider of social housing within the meaning of Section 80(2) of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with Homes England and as approved by the Borough Council or District Council (as applicable) or other competent authority pursuant to the Housing and Regeneration Act 2008 or any other body who may lawfully provide or fund Affordable Housing from time to time and as approved by the Borough Council or District Council (as applicable).

"**Regulator**" means Homes England or the Regulator of Social Housing established pursuant to Part 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions.

"**Retained Equity**" means the proportion of the Market Value in a Shared Ownership Housing Unit represented by such share of unsold equity.

"**Reserved Matter(s)**" means an application for reserved matter submitted pursuant to the Planning Permission (as may be amended).

"**Reserved Matter(s) Approval**" means approval by the Borough Council and the District Council of an application for Reserved Matter(s).

"**RPI**" means the measure of change in the prices charged for goods and services bought for consumption in the UK produced by the Office for National Statistics.

"**Scorecards**" means the Department for Education's national average costs for new build schools published in its "Local Authority School Places Scorecards 2019" or as published from time to time.

"**Secondary Education Contribution**" means either:

- (i) the sum of £1,494,006 (one million four hundred and ninety four thousand and six pounds) calculated by reference to the Scorecards taking account of the Dwelling Mix such Dwelling Mix currently assessed as equivalent to 3.75% of the

capacity of the New Secondary School which sum further includes equivalent 3.75% of the land value in respect of the New Secondary School (such sum to be index linked as provided in clause 9.2 of this Deed); or

- (ii) if the actual dwelling mix differs from the Dwelling Mix a sum calculated by reference to the Scorecards taking account of such actual dwelling mix and by ascertaining the percentage of the capacity of the New Secondary School represented by such actual dwelling Mix together with the equivalent percentage of the land value of the New Secondary School represented by the said actual dwelling mix (such sum to be index linked as provided in clause 9.2 of this Deed).

"Section 278 Agreement" means a valid agreement executed as a deed and to be entered into with the County Council pursuant, inter alia, to Section 278 of the Highways Act 1980.

"Section 278 Works Specification" means a detailed design specification of the Works to be carried out to facilitate the Development to be submitted by the Owner to the County Council for approval and which includes plans and drawings, samples of materials to be used, estimated costs and phasing of delivery.

"Self-Build and Custom Housebuilding" means a Dwelling which meets the definition in the Self Build and Custom Housebuilding Act 2015 (as amended) and constructed on a Self-Build and Custom Housebuilding Plot.

"Self-Build and Custom Housebuilding Plots" means those parts of the Site to be provided pursuant to the provisions in Schedule 1 paragraph 5 of this Deed to enable construction of 10% (or such other percentage or number as is agreed in writing between the Owner and the Borough Council and District Council) of the Dwellings as Self-Build and Custom Housebuilding and "Self-Build and Custom Housebuilding Plot" shall be construed accordingly.

"Self-Build and Custom Housebuilding Scheme" means a scheme to be prepared by the Owner for the provision of Self-Build and Custom Housebuilding on the Self-Build and Custom Plots to include:

- (a) The indicative location of the individual Self-Build and Custom Housebuilding Plots which shall (unless otherwise agreed with the Borough Council and District Council) secure that at least 10% of the Dwellings falling within the administrative area of the Borough Council shall be Self-Build and Custom Housebuilding Plots and at least 10% of the Dwellings falling within the administrative area of the District Council shall be Self-Build and Custom Housebuilding Plots;
- (b) Details of the servicing arrangements for the Self-Build and Custom Housebuilding and how they shall be provided in a Serviced Condition;
- (c) Details of how the Self-Build and Custom Housebuilding Plots shall be marketed and made available to those on the Self-Build and Custom Housebuilding Register and which FOR THE AVOIDANCE OF DOUBT shall include the length of that marketing period and provisions which allow the Self-Build and Custom Housebuilding Plots to be sold as open Market Dwellings in the event that the Self-Build and Custom Housebuilding Plots are not disposed of those on the

Self-Build and Custom Housebuilding Register following twenty four (24) months of marketing (or such other marketing period as may be agreed between the Owner and the Borough Council and District Council).

"Self-Build and Custom Housebuilding Register" means the Borough Council and the District Council's custom build registers maintained pursuant to section 1 of the Self-Build and Custom Housebuilding Act 2015 (as amended).

"Serviced Condition" means in relation to the land to be used for Affordable Housing or Self-Build and Custom Housebuilding (as the case may be) the remediation of the land to a standard fit for its end use and the provision of roads, sewers, gas, electricity and telecommunications to the boundary of the Site in accordance with a scheme that the Owner shall submit to the Borough Council and the District Council for approval (such approval not to be unreasonably withheld or delayed).

"Shared Ownership Housing" means a form of tenure granted by lease by the RPSH to be disposed pursuant to shared ownership arrangements within the meaning of Section 70(4) of the Housing and Regeneration Act 2008 whereby a purchaser is able to purchase a share of the equity in an Affordable Housing Unit at a minimum of 25% and a maximum of 75% initially (at the option of the buyer) and pay an annual rent of up to 2.75% on the Retained Equity with no limitation on the aggregate equity that can be subsequently acquired by the purchaser (or such other rent or form of lease as may be approved in writing by the Borough Council and District Council) and **"Shared Ownership Lease"** shall be interpreted accordingly.

"Shared Ownership Unit" means a unit of Affordable Housing to be made available by a RPSH under a Shared Ownership Lease.

"Site" means the land off Bullens Green Lane, Colney Heath, AL4 0QQ all of which land is shown for identification purposes only edged red on Plan 1.

"Social Rented Housing" means Affordable Housing which is managed by local authorities or the RPSH and where the rent is no higher than the Target Rent and **"Social Rented Housing Units"** and **"Social Rent"** shall be construed accordingly.

"SPONS Index" means the index linked by reference to the price adjustment formula for construction contracts in the monthly bulleting 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.

"Sports England" means the executive non-departmental public body responsible for growing and developing grassroots sport and getting more people active in England and includes any successor body exercising similar functions.

"Sports Facility Calculator" means the sports facility calculator published by Sports England or such other calculator approved by the District Council and the Borough Council in writing.

"Staircasing" means the purchase by the owner of additional equity in a Shared Ownership Unit and "Staircased" shall be construed accordingly.

"Target Rent" means target rents for Social Rented Housing (or its equivalent) as determined through the national rent regime and published from time to time by the Regulator or such other body as may replace the Regulator, having responsibility for setting target rents for social housing.

"Traffic Regulation Order" means an order pursuant inter alia to the Road Traffic Regulation Act 1984 to regulate the speed limit along Bullens Green Lane Road in order to facilitate use of the proposed new access to the Site.

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

"Travel Plan" means a written plan setting out a scheme to encourage regulate and promote sustainable travel measures for owners, occupiers, and visitors to the Development.

"Travel Plan Annual Review" means an annual study reviewing and monitoring the provisions of the Travel Plan (as more fully set out therein).

"Travel Plan Co-ordinator" means a person appointed by the Owner and approved by the County Council who shall be responsible for managing on behalf of the Owner the implementation, monitoring, reporting, and review of the Travel Plan and the day to day management of the steps identified in the Travel Plan in order to achieve its objectives and targets.

"Travel Plan Evaluation and Support Contribution" means the sum of £6,000 (six thousand pounds) (index linked as provided for in clause 9.5 of this Deed).

"Travel Plan Guidance" means the County Council's published guidance dated March 2020 which is appended to this Deed at Appendix 2 or such version as at the date of submission of the Travel Plan.

"Waste and Recycling Contribution" means a sum to be calculated in accordance with the applicable table at Appendix 4 of this Deed based on the number of Dwellings and mix to be provided pursuant to the Planning Permission and any Reserved Matters within the Borough Council's administrative area (index linked as provided for in clause 10.1 of this Deed) towards the provision of household waste bin and mini recycling centre and for no other purpose.

"Water Scheme" means either (i) the proposal prepared by or approved by the water undertaker for the area pursuant to the Water Industry Act 1991 to provide mains water services for the Development whether by means of new mains or extension to or diversion of existing services or (ii) where existing water services are to be used the details of the Dwellings and the water supply to them.

"Working Day" means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

"Works" means:

- (i) the highway works shown in principle only on drawing numbered 18770-FELL-5-500 Rev B annexed to Appendix 3 of this Deed which works shall for the avoidance of doubt include site access and associated works;
- (ii) the construction of a new footway/pedestrian link to Fellowes Lane from the site, along the southern boundary of Fellowes Lane to the existing network at Admirals Close as shown in principle only on drawing numbered 18770-fell-5-501A annexed to Appendix 3 of this Deed;
- (iii) together with such ancillary works as may be required by the County Council's Director of Environment & Infrastructure to facilitate the Development which ancillary works may without prejudice to the generality of the foregoing include the provision of street lighting traffic signs carriageway markings footways cycleways street furniture and drainage and any necessary alterations to statutory undertakers' equipment.

"Youth Contribution" means the sum calculated in accordance with the table set out in Schedule 6 by reference to the type size tenure and number of Dwellings and by reference to the rows preface **"Youth facilities"** such sum to be index linked as provided in clause 9.1.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 Words importing one gender shall include all other genders and words of the singular shall include the plural and vice versa.
- 1.4 The reference to any statute or section of a statute includes any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it.
- 1.5 Any reference to a clause, a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears.
- 1.6 Reference to the Site includes any part of it.
- 1.7 Where two or more people form a party to this Deed the obligations they undertake may be enforced against them all jointly or against each of them individually.
- 1.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Borough Council, the District Council and the County Council the successors to their respective functions.
- 1.9 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing and words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done.

2. Effect of this Deed

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Borough Council, the District Council and / or the County Council (as the case may be) as local planning authorities against the Owner of the Site.
- 2.3 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.4 The Parties are satisfied that the planning obligations secured by this Deed are:
- (a) necessary to make the Development acceptable in planning terms; and
 - (b) directly related to the Development; and
 - (c) fairly and reasonably related in scale and kind to the Development; and
 - (d) compliant in all other aspects with Regulation 122 of the Community Infrastructure Levy Regulations 2010.
- 2.5 The Owner enters into the obligations (for themselves and their successors in title and persons deriving title from the Owner) with the Borough Council and the District Council and the County Council with the intent that the obligations contained in this Deed shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part thereof.
- 2.6 For the avoidance of doubt:
- (a) where any obligations in this Deed are expressed to require the approval, consent or agreement of the Borough Council and District Council:
 - (i) the Borough Council shall be responsible for issuing any approval, consent or agreement in accordance with its planning policies relating to obligations affecting those parts of the Site within its administrative area; and
 - (ii) the District Council shall be responsible for issuing any approval, consent or agreement in accordance with its planning policies relating to obligations affecting those parts of the Site within its administrative area.
 - (b) where any obligations, covenants, undertakings or restrictions in this Deed are expressed to be given to the Borough Council and/or District Council:
 - (i) the Borough Council shall be the enforcing authority for any obligations, covenants, undertakings or restrictions affecting those parts of the Site within its administrative area; and

- (ii) the District Council shall be the enforcing authority for any obligations, covenants, undertakings or restrictions affecting those parts of the Site within its administrative area.

3. Conditionality

3.1 Subject to clauses 3.1 to 3.4 of this Deed, the provisions of this Deed shall come into effect immediately upon completion of this Deed PROVIDED THAT clause 4.1 of this Deed and the obligations in the Schedules to this Deed shall not have effect unless and until:

- (a) the Planning Inspector has issued the Planning Permission; and
- (b) Commencement of Development has occurred save for those obligations required to be complied with prior to Commencement.

3.2 The planning obligations contained within this Deed are conditional upon the Planning Inspector finding that such planning obligations are:

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

3.3 If the Planning Inspector concludes that any planning obligation contained within this Deed is incompatible with one or more of the tests for planning obligations set out at Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and/or the NPPF and accordingly attaches no weight to the obligation in determining the Appeal then the relevant obligation shall, from the date of the Planning Inspector's decision letter, cease to have effect and the Developer and the Owner shall be under no obligation to comply with the obligation but such cancellation shall not affect the validity or enforceability of the remaining provisions of this Deed which shall remain in full force and effect.

3.4 For the avoidance of doubt, none of the planning obligations in this Deed will be binding if:

- (a) the Planning Inspector dismisses the Appeal such that the Planning Permission is not granted; or
- (b) the Planning Inspector finds that none of the planning obligations contained within this Deed satisfy the tests for planning obligations set out at Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended), or that the obligations are otherwise not required, and accordingly attaches no weight to the obligations in determining the Appeal.

4. Owner and Developer Covenants

4.1 The Owner covenants with the Borough Council, the District Council and the County Council:-

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SS

- (a) to observe and perform the covenants restrictions stipulations and obligations contained in ~~0~~ hereto; ^{schedule 1}
- (b) to observe and perform the covenants restrictions stipulations and obligations contained in ~~0~~ hereto; ^{schedule 1}
- (c) to observe and perform the covenants restrictions stipulations and obligations contained in schedule 3 hereto; ^{schedule 2 RW}
- (d) to observe and perform the covenants restrictions stipulations and obligations contained in schedule 4 hereto;

4.2 The Developer acknowledges and agrees:

- (a) that this Deed has been entered into by the Owner at its request and with its consent;
- (b) that the Site shall be bound by the obligations contained in this Deed;
- (c) that on acquiring an interest in the Site it shall be bound by the Owner's covenants restrictions stipulations and obligations contained within this Deed as a successor in title to the Owner;
- (d) to pay the Borough Council's Monitoring Fee to the Borough Council forthwith in the event that the Appeal is allowed;
- (e) prior to or upon completion of this Deed, to pay the reasonable legal costs of the Borough Council, the District Council and the County Council in connection with the preparation negotiation and completion of this Deed.

5. Notices

5.1 The Owner covenants with the Borough Council, the District Council and the County Council:-

- (a) to give the Borough Council, the District Council and the County Council no less than twenty (20) Working Days' notice of the Commencement Date such notice to be given prior to the Commencement Date in writing using the proforma set out in Schedule 5 hereto;
- (b) to give the Borough Council, the District Council and the County Council no less than five (5) Working Days' notice of the Occupation of the Development such notice to be given prior to Occupation in writing using the proforma set out in Schedule 5 hereto; and
- (c) to give the Borough Council, the District Council and the County Council no less than five (5) Working Days' notice of the Practical Completion of the Development such notice to be in writing using the pro-forma set out in schedule 5 hereto.

6. Covenants by the Borough Council and the District Council

6.1 The Borough Council and the District Council separately covenant with the Owner:

- (a) to provide written confirmation at the written request of the Owner, of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed;
- (b) to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement, or other similar affirmation is required under the terms of the Deed, the Borough Council and the District Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation;
- (c) to use all sums received from the Owner under the terms of this Deed for the purpose(s) specified in this Deed for which they are paid;
- (d) at any time prior to the expiry of the expenditure period for any contribution pursuant to paragraph 6.1(e) below, the Owner shall be entitled to request from the Borough Council and the District Council (as applicable) and the Borough Council and the District Council (as applicable) shall provide such evidence as may reasonably be required to account for the Borough Council and the District Council's expenditure (as applicable) and use of the relevant contribution as at the date of the Owner's request and in each instance such evidence shall be disclosed to the Owner within 20 (twenty) Working Days;
- (e) upon written request to repay to the person who paid it any sums received from the Owner pursuant to this Deed which have not been expended or contractually committed in accordance with the provisions of this Deed within five (5) years of the date of the receipt PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of expiry of the aforementioned five (5) year period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be released to the Borough Council and the District Council (as applicable) without limitation and free from any liability and obligations on the part of the Borough Council and the District Council (as applicable); and
- (f) the Borough Council and District Council shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein.

7. Covenants by the County Council

7.1 The County Council covenants with the Owner:

- (a) to provide written confirmation at the written request of the Owner, of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed and following receipt by the County Council of its reasonable costs of providing such written confirmation;

- (b) where the approval, consent, expression of satisfaction, agreement, confirmation or certification of the County Council is reasonably required in connection with the terms of this Deed such approval, consent, expression of satisfaction, agreement, confirmation, or certification shall not be unreasonably withheld or delayed;
- (c) to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are paid;
- (d) upon written request to repay to the person who paid it any sums received by the County Council pursuant to this Deed which have not been expended or committed to be spent for the purposes set out in this Deed ten (10) years of the date of the receipt by the County Council of the notice of Practical Completion of the Development in accordance with clause 5.1 (c) above of this Deed;

8. Reserved Matters

- 8.1 When submitting any Reserved Matters the Owner shall:
- (a) submit to the County Council the County Council Contributions Report for its written approval;
 - (b) submit to the Borough Council and District Council the Borough Council and District Council Contributions Report for the written approval of the Borough Council and District Council.
- 8.2 Not to Commence or cause or permit Commencement in respect of any Development authorised by Reserved Matters unless and until the County Council, Borough Council and District Council have approved the County Council Contributions Report and the Borough Council and District Council Contributions Report (as applicable) in relation to that Reserved Matters.

9. Indexation - County Council Contributions

- 9.1 The Library Contribution and the Youth Contribution shall each be index linked by reference to any increase from the PUBSEC Index figure of 175 to the finalised figure applicable to the quarter in which the Library Contribution and the Youth Contribution are paid.
- 9.2 The Primary Education Contribution and the Secondary Education Contribution shall each be index linked by reference to any increase from the finalised BCIS Index figure applicable to the first quarter of 2020 to the finalised figure applicable to the quarter in which the Primary Education Contribution and the Secondary Education Contribution are paid.
- 9.3 Where any County Council Contribution is required to be index linked by reference to the PUBSEC Index the sum payable shall be increased in accordance with increases in the PUBSEC Index by the application of the formula $A = B \times (C \div D)$ where:
- A is the total amount to be paid;
 - B is the principal sum stated in this Deed;

C is the PUBSEC Index for the date upon which the payment described below is actually paid;

D is the PUBSEC Index figure of 175; and

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

9.4 Where any sum is required to be index linked by reference to the BCIS Index the sum payable shall be increased in accordance with any increase in the BCIS Index by the application of the formula $A = B \times (C \div D)$ where:

A is the total amount to be paid;

B is the principal sum stated in this deed;

C is the BCIS Index for the date upon which the payment described below is actually paid;

D is the finalised BCIS Index figure applicable to the first quarter of 2020; and

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

9.5 The Travel Plan Evaluation and Support Contribution shall be index linked by reference to any increase in the RPI from May 2014 to the date on which the Travel Plan Evaluation and Support Contribution is paid.

9.6 The Bus Stop Contribution shall be index linked to any increase in the in the SPON's Index from July 2006 to the date on which the Bus Contribution is paid.

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

9.8 If prior to receipt by the County Council of the Primary Education Contribution the Secondary Education Contribution the Library Contribution or the Youth Contribution the County Council incurs expenditure in relation to matters of the type or description or service to be funded from such contribution the need for which arises from or in anticipation of the Development then the County Council may following receipt of the relevant contribution deduct that expenditure from the relevant contribution.

10. Indexation - Borough Council and District Council Contributions

10.1 The Green Space Contribution and the Waste and Recycling Contribution and the District Community Facilities Contribution shall each be indexed linked to increases in the PUBSEC Index by the application of the formula $A = B \times (C \div D)$ where:

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the PUBSEC Index for the date upon which the payment described below is actually paid;

D is the PUBSEC Index figure of 178; and

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

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

A is the total amount to be paid;

B is the principal sum stated in this Deed;

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

D is the PUBSEC Index figure at the date of Reserved Matters Approval; and

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

10.3 The Community Healthcare Contribution, the General Medical Services Contribution, and the Mental Health Contribution shall be index linked to increases in the PUBSEC Index by the application of the formula $A = B \times (C \div D)$ where:

A is the total amount to be paid;

B is the principal sum stated in this Agreement;

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

D is the PUBSEC Index figure at Q4 2020; and

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

11. Miscellaneous

11.1 This Deed shall be registerable as a local land charge by both the Borough Council and the District Council.

11.2 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title or a statutory successor to a party hereto.

11.3 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after it has parted with all its interest in the Site except in respect of any breach subsisting prior to parting with such interest.

11.4 Any notice to the parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified (or to such other address as may be notified in writing by the relevant party from time to time):

In respect of the Owner:	In respect of the Developer:
Maureen Elsie Lesley Franklin-Smith, Little Orchard, Roestock Lane, Colney Heath, AL4 OPP Eileen Kay Lawrence, 22 Greyfriars Close Bognor Regis, PO21 5RH Raymond Kenneth Franklin, 32 Poppy Field, Biggleswade, SG18 8TU	Canton Limited, Level 6, 10A Prospect Hill, Douglas, Isle of Man, IM1 1EJ
In respect of the Borough Council:	In respect of the District Council:
The Head of Planning, Welwyn Hatfield Borough Council, Council Offices The Campus, Welwyn Garden City Herts, AL8 6AE Ref: 6/2020/2248/OUTLINE	Head of Planning and Building Control, St Albans City and District Council, The Council Offices, Civic Centre, St Peter's Street, St Albans, Hertfordshire, AL1 3JE (ref: 5/2020/1992) <i>LSM SS</i>
In respect of the County Council:	
The Chief Legal Officer Hertfordshire County Council County Hall Pegs Lane Hertford SG13 8DE Ref: 016165	
Save that notices pursuant to Schedule 3 (Fire Hydrants) shall be sent to the person mentioned in paragraph 1.7 of Schedule 3	

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- 11.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Deed.
- 11.6 Nothing in this Deed shall be construed as restricting the exercise by the Borough Council, the District Council or the County Council of any powers exercisable by them respectively under the 1990 Act or under any other Act or authority.
- 11.7 No waiver whether express or implied by the County Council or Council of any breach or default by the Owner in performing or observing any of the obligations contained herein shall constitute a continuing waiver and no such waiver shall prevent the Borough Council, the District Council or the County Council from enforcing the relevant obligations or from acting upon any subsequent breach or default.
- 11.8 This Deed shall cease to have any effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed revoked modified without the consent of the Owner or otherwise withdrawn or if the Commencement Date has not been initiated in

accordance with section 56 of the 1990 Act before the expiration of the period specified in the Planning Permission.

- 11.9 The Owner shall give the Borough Council, the District Council and the County Council written notice of any change of ownership interests in the Site (save for any sale, lease, transfer, mortgage, or other disposal of an individual Dwelling) occurring before all of the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan and to be delivered as soon as practicable following the change of ownership.
- 11.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

12. Dispute Resolution

- 12.1 One party may by serving notice on all the other parties (the Notice) require a dispute to be referred to an expert for determination.
- 12.2 The Notice must specify:
- (a) The nature, basis and brief description of the dispute;
 - (b) The clause or paragraph of a schedule or appendix pursuant to which the dispute has arisen; and
 - (c) The proposed expert.
- 12.3 The expert may be agreed upon by the parties and in the absence of such agreement within one (1) month of the date that the notice is issued pursuant to clause 12.1 of this Deed either party may request the following nominate at their joint expense:
- (a) If such dispute relates to matters concerning the construction, interpretation and/or the application of the Deed, the Chairman of the Bar Council to nominate their expert;
 - (b) If such dispute relates to matters requiring a chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate their expert;
 - (c) If such dispute relates to matters requiring a specialist chartered accountant the President of the Institute of Chartered Accountants in England and Wales to nominate their expert;
 - (d) If such dispute relates to Affordable Housing the expert shall be nominated by the President of the Royal Town Planning Institute; and
 - (e) In all other cases, the President of the Law Society to nominate the expert provided that if a dispute relates to a matter falling within two or more clauses 12.3(a) to 12.3(d) of this Deed the President of the Law Society may nominate such person or persons falling within the description of clauses 12.3(a) to 12.3(d) as they think appropriate including joint experts.

- 12.4 If any expert nominated or appointed pursuant to clause 12.3 of this Deed shall did or decline to act another expert may be appointed in their place in accordance the provision of clause 12.3 of this Deed.
- 12.5 The expert will be appointed subject to an express requirement that they reach their decision and communicates it to Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days of the notice of their appointment.
- 12.6 Notice in writing of the appointment of an expert shall be given by the expert to the parties and the expert shall invite the parties to submit within ten (10) Working Days of the notice of the appointment written submissions and supporting material and will afford to the parties an opportunity to make counter submission within a further five (5) Working Days in respect of any such submission and material.
- 12.7 The expert shall act as an expert and not an arbitrator. The expert shall consider any written representations and supporting material submitted pursuant to clause 12.6 of this Deed and shall determine the dispute in accordance with the expert's own professional judgment.
- 12.8 The expert shall give notice of their decision in writing and this decision will (in the absence of manifest error) be final and binding on the parties hereto.
- 12.9 If for any reason the expert fails to make a decision and give notice thereof the Party or parties may apply to the President of the Law Society for a substitute to be appointed in his place.
- 12.10 The expert's costs shall be in the expert's award or in the event that they make no award, such costs will be borne by the parties to the dispute in equal shares.
- 12.11 Nothing in this clause 12 shall be taken to fetter the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.
- 12.12 For the avoidance of doubt references to 'party' and 'parties' in this clause 12 do not include the County Council and the County Council shall not be required to take part in nor submit to nor be bound by the provisions of this clause 12.

13. Planning consents granted pursuant to Section 73 of the Act

- 13.1 In the event that any new planning permission(s) are granted by the Borough Council or District Council pursuant to Section 73 of the Act (as amended) and unless otherwise agreed by the District Council and the Borough Council , with effect from the date that the any new planning permission is granted pursuant to Section 73 of the Act (as amended):
- (a) 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 planning permission(s) in respect of the Site granted pursuant to Section 73 of the Act and the Site itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act;

- (b) the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include references to any applications under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and
 - (c) this Deed shall be endorsed with the following works in respect of any future Section 73 application: "*The obligations in this Deed relate to and bind the Site in respect of which a new planning permission referenced [] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)*".
- 13.2 Nothing in this clause 13 of this Deed shall fetter the discretion of the Borough Council and the District Council in determining any application(s) under Section 73 of the Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed.

14. Mortgagees etc.

- 14.1 The obligations in this Deed shall not be enforceable against:
- (a) any mortgagee or Chargee of the Site from time to time unless such mortgagee or Chargee takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner;
 - (b) any statutory undertaker or public authority which has or acquires an interest in the Site for the purposes of the provision or connection of electricity, gas, water, drainage, or telecommunications services or for any other statutory function;
 - (c) save for the restrictions on Occupation and use set out within this Deed, any freehold or leasehold owner or occupier of an individual Dwelling or their respective mortgagee or charge or their successors in title;
 - (d) with the exception of the obligations in Schedule 2, this Deed shall not be binding upon or enforceable against the Open Space Management Company.

15. Jurisdiction

This Deed is to be governed by and interpreted in accordance with the law of England and subject to the exclusive jurisdiction of the English Courts.

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

SCHEDULE 1

The Owner's Covenants

1. County Council Contributions

1.1 The Owner hereby covenants with the County Council:

- (a) to pay the Primary Education Contribution to the County Council prior to the Commencement Date as a contribution to be applied by the County Council towards the costs of the New Primary School;
- (b) to pay the Secondary Education Contribution to the County Council prior to the Commencement Date as a contribution to be applied by the County Council towards the costs of the New Secondary School;
- (c) to pay the Library Contribution to the County Council prior to the Commencement Date as a contribution to be applied by the County Council towards the costs of improvements to the Creator Space area at Hatfield Library;
- (d) to pay the Youth Contribution to the County Council prior to the Commencement Date as a contribution to be applied by the County Council towards the costs of making increased provision at Hatfield Young People's Centre;
- (e) to pay the Travel Plan Evaluation and Support Contribution to the County Council prior to Occupation of any part of the Development as a contribution to be applied by the County Council towards the costs of evaluating administering and monitoring the objectives of the Travel Plan;
- (f) not to Commence nor cause nor permit Commencement until the Primary Education Contribution the Secondary Education Contribution the Library Contribution and the Youth Contribution have all been paid to the County Council in accordance with paragraphs 1.1(a) to 1.1(d) inclusive of this Schedule 1;
- (g) not to Occupy nor cause nor permit Occupation of any part of the Development until the Travel Plan Evaluation and Support Contribution has been paid to the County Council;
- (h) to pay the Bus Stop Contribution to the County Council prior to Occupation of any part of the Development as a contribution to be applied by the County Council to the costs of improvements to accessibility (including but not limited to kassel kerbs) of bus stops at Colney Heath, Hall Gardens;
- (i) not to Occupy nor cause nor permit Occupation of any part of the Development until the Bus Stop Contribution has been paid to the County Council in accordance with paragraph 1.1(h) of this Schedule 1.

2. Borough Council Contributions

2.1 The Owner hereby covenants with the Borough Council :

(a) to pay the Indoor Sports Facilities Contribution, the Outdoor Sports Facilities Contribution, and the Green Space Contribution prior to Commencement of the Development; *and not to commence or permit Commencement*

(b) to pay the Waste and Recycling Contribution prior to Occupation of the First Dwelling; *until these contributions have been paid to the Borough Council;*

(c) not to Occupy or cause or permit Occupation of any Dwelling unless and until ~~the Indoor Sports Facilities Contribution, the Outdoor Sports Facilities Contribution, the Green Space Contribution and the Waste and Recycling Contribution have~~ been paid to the Borough Council;

(d) to pay the Community Healthcare Contribution, the General Medical Services Contribution, and the Mental Health Contribution prior to Occupation of the twentieth (20th) dwelling); and

(e) not to Occupy or cause or permit Occupation or use of more than 19(nineteen) Dwellings until the Community Healthcare Contribution, the General Medical Services Contribution and the Mental Health Contribution have been paid to the Borough Council.

2.2 If, prior to the receipt of any of the Borough Council Contributions, the Borough Council, any other relevant statutory authority and/or any body which is allocated money pursuant to this Deed incurs any expenditure in providing or enhancing facilities or services pursuant to any Borough Council Contributions the need for which arises from or in anticipation of the Development then the recipient of the Borough Council Contribution may immediately following receipt deduct from it such expenditure incurred.

3. District Council Contributions

3.1 The Owner hereby covenants with the District Council:

(a) to pay the District Community Facilities Contribution prior to Commencement of the Development; and

(b) not to Commence or cause or permit Commencement until the District Community Facilities Contribution has been paid in full in accordance with paragraph 3.1(a) of this Schedule.

3.2 If, prior to the receipt of any of the District Community Facilities Contribution, the District Council, any other relevant statutory authority and/or any body which is allocated money pursuant to this Deed incurs any expenditure in providing or enhancing facilities or services pursuant to any District Council Contributions the need for which arises from or in anticipation of the Development then the recipient of the District Council Contribution may immediately following receipt deduct from it such expenditure incurred.

4. Travel Plan and Transportation Provisions

4.1 The Owner hereby covenants with the County Council as follows:

- (a) prior to Occupation of any part of the Development:
 - (i) to submit a draft Travel Plan for written approval to the County Council and obtain such approval and for the avoidance of doubt the Travel Plan shall be based on and accord with the Travel Plan Guidance and shall further contain as many of the provisions of the Travel Plan Guidance as in the opinion of the County are appropriate to the nature of the Development;
 - (i) to nominate a Travel Plan Co-ordinator for written approval of the County and obtain such approval and such nomination shall include contact details full particulars and curriculum vitae of the proposed Travel Plan Co-ordinator and the nature of their relationship to the Owner; and
- (d) to appoint and retain the Travel Plan Co-ordinator at its own expense which retention shall endure for a period of five (5) years from full Occupation of the Development.

4.2 Not to Occupy nor cause nor permit Occupation of any part of the Development until the Travel Plan has been submitted to and approved by the County Council and until the Travel Plan Co-ordinator has been appointed by the Owner.

4.3 At all times during Occupation of the Development to:

- (a) comply with the terms of the Travel Plan including but not limited to implementing any actions by the specified dates in the relevant Travel Plan;
- (b) promote and publicise the agreed Travel Plan to Owners, occupiers and visitors to the Development;
- (c) implement the Travel Plan by the dates or within the time limits set out in the Action Plan section of the Travel Plan;
- (d) carry out the Travel Plan Annual Review twelve (12) calendar months from the date of first Occupation of the Development and on each anniversary of the said twelve (12) calendar months and then annually on the corresponding calendar month for a period of five (5) years following full Occupation of the Development and submit a written report setting out the findings of such review to the County within three (3) calendar months from the dates of each Travel Plan Annual Review such report shall include (but shall not be limited to) recommendations for amendments or improvements to the approved Travel Plan and whether or not the objectives of the Travel Plan have been achieved;
- (e) comply with any variations or amendments to the Travel Plan permitted by this Agreement which shall in addition include any amendments or improvements reasonably required by the County Council following review of the report submitted pursuant to clause 4.3(d) above and notified in writing to the Owner;

- (f) include in any transfer tenant's lease or occupier's licence of any part or parts of the Site a covenant that the purchaser tenant or occupier will comply with the approved Travel Plan for such part or parts of the Site and further that they will use all reasonable endeavours to enforce such obligation against any such purchaser tenant or occupier;
- (g) within twenty (20) Working Days of the transfer or letting of the Site or any part or parts thereof to procure the delivery to the County Council of a notice giving the following details:
 - (i) the name and address of the purchaser and/or tenant;
 - (ii) a description of the premises demised;
 - (iii) the length of the term; and
 - (iv) a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County Council in relation to the Travel Plan.

5. Self-Build and Custom Housebuilding Plots

The Owner hereby covenants with the Borough Council and the District Council:

- 5.1 Not to Commence the Development or permit Commencement until the Self-Build and Custom Housebuilding Scheme has been submitted to and approved by the Borough Council and the District Council (such approval not to unreasonably delayed or withheld).
- 5.2 Unless otherwise agreed with the Borough Council and the District Council in writing not to permit more than 50% of the Market Dwellings within the Borough Council's or District Council's respective administrative areas to be Occupied until the Self-Build and Custom Housebuilding Plots within the Borough Council's or District Council's respective administrative areas are made available in accordance with the approved Self-Build and Custom Housebuilding Scheme and have been provided in a Serviced Condition.
- 5.3 Unless otherwise agreed with the Borough Council and the District Council in writing (as part of the Self-Build and Custom Housebuilding Scheme or otherwise) the Self-Build and Custom Housebuilding Plots shall only be provided and transferred for the provision of Self-Build and Custom Housebuilding to either:
 - (a) those on the Self-Build and Custom Housebuilding Register;
 - (b) a Qualifying Self Build and Custom Housebuilding Developer; or
 - (c) such other person or persons approved in writing by the Borough Council and the District Council (such approval not to unreasonably delayed or withheld)) prior to any disposal of the Self-Build and Custom Housebuilding Plot in question.
- 5.4 To give notice to the Borough Council and the District Council of the date of commencement of the date of marketing of each individual Self-Build and Custom Housebuilding Plot not later than fourteen (14) Working Days after that date.

5.5 If after two (2) years from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots contracts for the sale of any of the Self-Build and Custom Housebuilding Plots have not been exchanged then:

- (a) the restrictions and obligations in paragraph 4 of this Schedule shall be released in relation to the relevant Self-Build and Custom Housebuilding Plot(s) and shall no longer apply to those Self Build and Custom Housebuilding Plot(s); and
- (b) the relevant Self- Build and Custom Housebuilding Plot(s) may be sold on the open market free from the provision of paragraph 4 of this Schedule;

PROVIDED THAT:

- (c) the Owner has provided reasonable evidence demonstrating that the Self-Build and Custom Housebuilding Plots have been marketed at Market Value for a minimum period of two years from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots in accordance with the approved Self-Build and Custom Housebuilding Scheme and that no or no sufficient demand at a realistic open market value can be demonstrated; and
- (d) the Borough Council and the District Council has agreed in writing that they are satisfied that the Self-Build and Custom Housebuilding Plots have been marketed for a minimum period of two years in accordance with the approved Self-Build and Custom Housebuilding Scheme from the date of the commencement of marketing of the Self-Build and Custom Housebuilding Plots in accordance with the approved Self-Build and Custom Housebuilding Scheme.

6. BIODIVERSITY OFF SETTING CONTRIBUTION

6.1 The Owner covenants with the Borough Council and District Council:

- (a) to Submit the Biodiversity Offsetting Scheme and the Biodiversity Onsite Compensation Scheme to the Borough Council and District Council for approval at the date of submission of the first Reserved Matters Application;
- (b) not to commence Development until the Biodiversity Offsetting Scheme and the Biodiversity Onsite Compensation Scheme have been approved in writing by the Borough Council and District Council;
- (c) to pay the Borough Council and the District Council's reasonable and proper costs incurred in evaluating and approving the Biodiversity Offsetting Scheme and the Biodiversity Onsite Compensation Scheme;
- (d) to fully implement the approved Biodiversity Offsetting Scheme prior to Occupation of the Development and thereafter to comply with the approved Biodiversity Offsetting Scheme (or any variations to such agreed in writing between the Owner and the Borough Council and District Council from time to time);
- (e) prior to Occupation to pay:

- (i) 53% of the of the Biodiversity Offsetting Contribution to the Borough Council (or Nominee); and
 - (ii) 47% of the Biodiversity Offsetting Contribution to the District Council (or Nominee);
- (f) not to Occupy or permit Occupation or use of the Development unless and until the Biodiversity Offsetting Contribution has been paid in accordance with paragraph 6.1(e)
 - (g) to fully implement the approved Biodiversity Onsite Compensation Scheme in accordance with the programme set out therein PROVIDED THAT the approved Biodiversity Onsite Compensation Scheme shall be fully implemented prior to Occupation of more than 75% of the Dwellings and thereafter to comply with the approved Biodiversity Onsite Compensation Scheme (or any variations to such agreed in writing between the Owner and the Borough Council and District Council from time to time);
 - (h) to submit the Biodiversity Onsite Compensation Certificate to the Borough Council and the District Council prior to Occupation of more than 75% of the Dwellings;
 - (i) not to Occupy or permit Occupation or use of more than 75% of the Dwellings unless and until the approved Biodiversity Onsite Compensation Scheme has been implemented in full and the Borough Council and District Council have received the Biodiversity Onsite Compensation Certificate.

7. HIGHWAY WORKS

7.1 The Owner covenants with the County Council:

- (a) not to Commence the Development until the Section 278 Works Specification in relation to the Works has been submitted to and approved in writing by the County Council (such approval not to be unreasonably withheld or delayed).
- (b) not to commence the Works until the Owner has entered into the Section 278 Agreement with the County Council for the purposes of authorising the Works.
- (c) not to Occupy nor cause nor permit Occupation of any part of the Development until such time as the Works have been completed by the Owner to the satisfaction of the County Council as evidenced by issue of a certificate of completion by the County Council's Director of Environment & Infrastructure in respect of the Works in accordance with the Section 278 Agreement.

SCHEDULE 2

Open Space

1. Prior to Commencement of Development, the Owner shall submit to the Borough Council and the District Council for approval (such approval not to be unreasonably withheld or delayed):
 - 1.1 The Open Space Scheme;
 - 1.2 The Open Space Programme; and
 - 1.3 The Open Space Management Scheme.
2. The Owner shall not Commence Development until it has submitted to and obtained the Borough Council and the District Council's written approval (such approval not to be unreasonably withheld or delayed) of:
 - 2.1 The Open Space Scheme;
 - 2.2 The Open Space Programme; and
 - 2.3 The Open Space Management Scheme.
3. The Owner shall implement and fully comply with the approved Open Space Scheme, and the approved Open Space Programme.
4. The Owner shall not Occupy or permit Occupation of the Development or any part thereof until the Open Space has been provided in accordance with the approved Open Space Scheme and the Borough Council and District Council have received the appropriate Open Space Certificates.
5. The Owner further covenants with the Borough Council and the District Council to maintain the Open Space Land in accordance with the approved Open Space Scheme and Open Space Management Scheme until the date upon which the transfer described in paragraph 6 has been completed and until the relevant transfer has been completed if any tree or shrub or other planting seeding or turfing dies or becomes diseased or for any reason fails to become established during that period to reinstate or replace it as necessary with a tree or shrub or other plant or turfing of same size and species.
6. The Owner further covenants with the Borough Council and District Council that not before the expiration of nine (9) months from the date of issue of the Open Space Certificate it shall transfer the Open Space Land to the Open Space Management Company.
7. The Owner further covenants with the Borough Council and District Council to include in the transfers of the Open Space Land as appropriate to the Open Space Management Company:
 - 7.1 a covenant by the Open Space Management Company only to permit the Open Space Land to be utilised as grassed areas and/or play areas and/or parking areas and/or roads and/or open areas for recreation in accordance with this Deed;

- 7.2 a covenant by the Open Space Management Company to maintain the Open Space Land in perpetuity in accordance with the approved Open Space Management Scheme and Open Space Scheme and to allow public access to the Open Space 24 hours a day for 365 days a year save for any Permitted Closure and it being agreed between the Parties that there is no intention to create any public rights of way over the Open Space Land in addition to those parts of the Open Space Land which already benefit from public rights of way at the date of this Deed;
- 7.3 a covenant by the Open Space Management Company not to transfer the Open Space Land into the individual ownership of the owners of the Dwellings; and
- 7.4 an obligation on the Open Space Management Company that should the Borough Council and District Council so require for the Open Space Management Company to enter into a direct covenant with the Borough Council and District Council to perform the obligations set out in paragraphs 7.1 to 7.3 of this Schedule.
8. The Owner shall furnish to the Borough Council and District Council a copy of the completed transfer of the Open Space Land and shall inform the Borough Council and District Council in writing of the contact details of the Open Space Management Company.
9. The Owner shall:
- 9.1 include in each transfer or lease of a Dwelling an obligation to contribute an annual amount to the Open Space Management Company which together with fair contributions from other purchasers or lessees of the Dwellings shall be sufficient to enable the Open Space Management Company to discharge its obligations under this Deed in relation to the Open Space Land; and
- 9.2 procure that the buyer or lessee of each Dwelling upon any subsequent sale or letting of such Dwelling they will procure that the incoming buyer or lessee shall enter into direct covenants with the Open Space Management Company in the form of paragraph 9.1 and 9.2 of this Schedule.

SCHEDULE 3

Fire Hydrant Provision

10. The Owner covenants with the County Council:
 - 10.1 to ensure that the Water Scheme incorporates fire hydrants in accordance with BS 750 (2012) as reasonably and properly required by the Fire and Rescue Service;
 - 10.2 to prepare and submit the Water Scheme to the Fire and Rescue Service for its written approval prior to commencement of the construction of any Dwelling to be constructed as part of the Development;
 - 10.3 not to Commence or permit Commencement of the Development until the Water Scheme has been submitted to and approved in writing by the Fire and Rescue Service;
 - 10.4 to construct and provide at no cost to the Fire and Rescue Service or the County Council the fire hydrants reasonably and properly indicated in the Water Scheme and to advise the Fire and Rescue Service in writing of the date upon which each and every fire hydrant becomes operational and ready to be used for the purpose of fire-fighting by the Fire and Rescue Service;
 - 10.5 once operational to maintain the fire hydrants in good condition and repair such that they are suitable at all times for use by the Fire and Rescue Service until they are adopted by the Fire and Rescue Service which adoption shall take place on the date specified in a written confirmation issued by the Chief Fire Officer of the Fire and Rescue Service provided that such written confirmation shall not be issued prior to the issue by the Director of Environment and Infrastructure of any certificate of maintenance for the highways in which the fire hydrants are located;
 - 10.6 not to Occupy nor cause nor permit Occupation of any Dwelling forming part of the Development until such time as it is served by an adopted fire hydrant which is operational and ready to be used for the purposes of fire-fighting by the Fire and Rescue Service;
 - 10.7 to address any notice to be given to the Fire and Rescue Service to the Water Services Officer, Fire and Rescue Service, Old London Road, Hertford, SG13 7LD, Telephone 01992 507521.

SCHEDULE 4

Affordable Housing

The Owner covenants with the Borough Council and District Council as follows:

1. Affordable Housing provisions

- 1.1 Subject to paragraph 8.2 of this Schedule, the Affordable Housing Units shall not be used or Occupied or Disposed of other than for Affordable Housing in perpetuity in accordance with the approved Affordable Housing Scheme and the requirements of this Schedule.
- 1.2 To submit the Affordable Housing Scheme to the Borough Council and the District Council for approval with any Reserved Matters.
- 1.3 Not to Commence Development until the Affordable Housing Scheme has been submitted and approved by the Borough Council and the District Council (such approval not to be unreasonably withheld or delayed) and thereafter, subject to paragraph 8.2 of this Schedule, to ensure that the Affordable Housing Units are constructed retained and Occupied in accordance with the approved Affordable Housing Scheme in perpetuity.

2. Occupation

- 2.1 Unless otherwise agreed in writing by the Borough Council and District Council, the Owner covenants not to Occupy or permit or cause Occupation of more than 50% of the Market Dwellings within the Borough Council's or District Council's respective administrative areas until:
 - (a) All of the Affordable Housing Units within the Borough Council's or District Council's respective administrative areas have been constructed in accordance with the Planning Permission, this Schedule and the approved Affordable Housing Scheme and made ready for residential Occupation and written notification of such has been received by the Borough Council and District Council; and
 - (b) Those Affordable Housing Units have been transferred to a RPSH in accordance with the Affordable Housing Scheme and paragraphs 3 and 4 of this Schedule

3. Disposal of Affordable Housing to RPSH

- 3.1 The Owner covenants with the Borough Council and District Council that prior to Occupation of the Development, the Affordable Housing Units shall be Transferred to the RPSH in accordance with this Deed and on terms set out in paragraph 6 of this Schedule

4. Disposal mechanism for Affordable Housing Units being Transferred to an RPSH

- 4.1 The Owner covenants with the Borough Council and District Council that not less than 12 months prior to the anticipated Completion of the Development to commence negotiations for the Transfer of the Affordable Housing Units to a RPSH the identity of whom has been approved in writing by the Borough Council and the District Council (such approval not to be unreasonably withheld or delayed) and to give the Borough

Council and the District Council notice of commencement of these negotiations forthwith and not to Commence Development without first having commenced the said negotiations.

5. Design and Construction of the Affordable Housing

- 5.1 The Owner covenants with the Borough Council and the District Council that the Affordable Housing Units shall be constructed and Completed in accordance with the requirements in the Building Regulations 2010 (as amended) and any reasonable requirements by Homes England or the Regulator from time to time.

6. Terms of Affordable Housing Transfer

- 6.1 The Owner covenants with the Borough Council and the District Council that where any Affordable Housing Units are Transferred to a RPSH, it shall be:

- (a) With vacant possession;
- (b) On such terms as may be agreed between the Owner and the RPSH concerned;
- (c) Shall contain provisions that the grant of rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Affordable Housing Units;
- (d) On such terms that accord with Homes England funding requirement current at the time of construction of the Affordable Housing Units; and
- (e) In a Serviced Condition

- 6.2 The terms of any Transfer of the Affordable Housing Units to an RPSH shall (unless the RPSH is the Borough Council or District Council or otherwise agreed in writing by the Borough Council and District Council) require the RPSH to enter into the Nominations Agreement in respect of the Affordable Housing Units that are the subject of the Transfer.

7. Occupation of the Affordable Housing Units

- 7.1 Subject to paragraph 8.2 of this Schedule, the Owner shall not permit or otherwise allow any of the Affordable Housing Units to be occupied otherwise than:

- (a) As the sole private residence of the Occupier;
- (b) By Eligible Households at the time of commencement of Occupation of the Affordable Housing Unit; and
- (c) Unless the RPSH is the Council, in accordance with the Nominations Agreement to be entered into by the Borough Council and District Council and the RPSH.

- 7.2 Subject to paragraph 8.2 of this Schedule the Affordable Rented and Intermediate Housing Units shall not be let other than as an Affordable Rent Unit and/or Intermediate Housing Unit and the Social Rented Housing Units shall not be let other than at Social Rent.

7.3 The initial Disposal of each Intermediate Housing Unit allocated for Shared Ownership Housing to a person who is proposed to become an Occupier shall (unless otherwise agreed in writing by the Borough Council and the District Council) include the following terms:

- (a) The Disposal shall not involve the sale of an equity stake of less than 25% or more than 75%; and
- (b) The rent payable under the Shared Ownership Lease shall not amount to more than 2.75% of the Market Value of the unsold equity of the relevant Shared Ownership Housing Unit.

8. RPSH Mortgagee Disposal

8.1 The provisions of this Schedule of this Deed shall not be binding on or enforceable against any mortgagee or chargee of a RPSH or any administrator, receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee of the RPSH to realise its security (each a **Receiver**) or their successors in title or persons deriving title thereto from exercising a power of sale in respect of the whole or any part of the Affordable Housing Units PROVIDED THAT the mortgagee, charge or Receiver of such RPSH:

- (a) Has given the Borough Council and the District Council at least 3 months' written notice of its intention to exercise such power of sale;
- (b) If the mortgagee, chargee or Receiver has used its reasonable endeavours to first Dispose of the Affordable Housing Units to a RPSH or the Borough Council or District Council, and, for the avoidance of doubt, such mortgagee, charge or Receiver shall be under no obligation to Dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the relevant security documentation plus any interest, costs and expenses; and
- (c) If the mortgagee, chargee or Receiver has not completed the Disposal of the Affordable Housing Units or any part thereof in accordance with paragraph 8.1(b) of this Schedule, within the three (3) month period, they may Dispose of the Affordable Housing Units free from the affordable housing provisions in this Deed which provisions shall determine absolutely.

8.2 The provisions of this Schedule shall:

- (a) Cease to apply to any part or parts of the Affordable Housing Units which are Disposed of in accordance with paragraph 8.1(c) of this Schedule;
- (b) Cease to apply to any completed Affordable Housing Units where an RPSH shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;

- (c) Cease to apply to any completed Affordable Housing Units where a RPSH sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof;
- (d) Cease to apply to any Shared Ownership Housing Unit where the tenant has Staircased up to 100% in accordance with the terms of any such Shared Ownership Lease.

9. Proceeds of Sale Arising from Sale of Affordable Housing

9.1 The RPSH shall use reasonable endeavours to utilise any monies which arise from the sale of any Affordable Housing Unit following the exercise of:

- 9.1.1 A tenant's right to buy; or
- 9.1.2 A tenant's right to acquire (including any share of their Affordable Housing Unit); or
- 9.1.3 Upon the sale of a share in each Affordable Housing Unit allocated for Shared Ownership Housing following the exercise of Staircasing rights;

for other Affordable Housing projects within the Borough Council or the District Council's administrative areas (as the case may be) PROVIDED THAT the RPSH's primary obligation in relation to the use of any such funds shall be to satisfy its obligations to any mortgagee or chargee of the Affordable Housing Unit which shall always take priority.

SCHEDULE 5

Pro forma

PURSUANT TO SECTION 106 AGREEMENT / UNILATERAL UNDERTAKING

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE

HCC DU REFERENCE

SITE ADDRESS

SITE OWNER DETAILS

Name

Contact name

Address

Telephone nos

Main

Mobile

E-mail

EVENTS BEING NOTIFIED

Commencement Date – date:

Occupation of Development (Number if relevant) – date:

Practical Completion of Development – date:

COMPLIANCE WITH OBLIGATION(S)

Schedule

Paragraph

Details of obligation and compliance

St Albans
Hertfordshire
AL1 3JE (Ref 5/2017/1149)

- (c) To Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Hertfordshire
AL8 6AE
(Ref 6/2020/2248/OUTLINE)

SCHEDULE 6

Table 2: Hertfordshire County Council Services planning obligations contributions table

Bedrooms*	1	2	3	4	5+	1	2	3
	HOUSES Market & other					FLATS Market & other		
Library facilities	£98	£147	£198	£241	£265	£77	£129	£164
Youth facilities	£6	£16	£50	£82	£105	£3	£13	£41
	HOUSES Social Rent					FLATS Social Rent		
Library facilities	£48	£91	£130	£156	£155	£38	£82	£107
Youth facilities	£2	£8	£31	£51	£55	£1	£6	£21

SCHEDULE 7

Presumed Dwelling Mix

HOUSES			FLATS		
Tenure	A) Affordable Rent	B) Open market & Intermediate	Tenure	A) Affordable Rent	B) Open Market & Intermediate
Number of bedrooms			Number of bedrooms		
1			1	10	3
2	2	9	2	3	9
3	3	16	3		
4		20			
5+		4			
Total	5	70	Total	13	12
			Total Affordable (rented)		18
			Total Private		82
			Overall total		100

SCHEDULE 8

Biodiversity Offsetting Contribution Formula

The Biodiversity Offsetting Contribution shall be calculated applying the following formula –

$$A = (B - C) \times D$$

A – The amount of the Biodiversity Offsetting Contribution

B - 10.48 (being the Biodiversity Pre-Development Site Value)

C – The Biodiversity Post-Development Site Value

D – £12,000 index linked in accordance with any applicable guidance from DEFRA and/or Natural England (or any other successor organisation responsible for monitoring and publishing guidance on biodiversity losses and gains resulting from development or land management change) at the date of the Biodiversity Offsetting Scheme as agreed by the Owner and the Borough Council and District Council.

For indicative purposes only, below is an application of the formula based on the Developer's estimate submitted as part of the Applications that the Biodiversity Post-Development Site Value is anticipated to be 7.78 Biodiversity Units:

$(10.48 - 7.78) \times £12,000 = £32,400$ would be payable as a Biodiversity Offsetting Contribution.

APPENDIX 1

Not used

APPENDIX 2

Travel Plan Guidance

HERTFORDSHIRE COUNTY COUNCIL

TRAVEL PLAN GUIDANCE

March 2020

**Passenger Transport
Environment and Infrastructure**

Web: www.hertfordshire.gov.uk/travelplans

Email: travelplans@hertfordshire.gov.uk



Version control

Version 1 (adopted May 2014)

Version 2 (updated March 2020)

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Summary of Travel Plan content

Site details	•Brief overview of site background, location and nature, baseline travel patterns and ownership
Objectives	•Summary of why the Travel Plan exists and what it seeks to achieve
Travel Plan management	•Appointment of a Travel Plan Co-ordinator and other arrangements such as annual review
Measures	•Package of substantial measures which together can achieve the objectives and targets
Targets and monitoring	•A methodology for monitoring the effects of the Travel Plan and realistic targets for mode shift
Action plan	•A clear implementation programme, detailing who, what, when and how activity will happen

1. Introduction

National Planning Policy Framework 2 (Feb 2019), paragraph 111:

All developments that will generate significant amounts of movement should be required to provide a Travel Plan, and the application should be supported by a Transport Statement or Transport Assessment so that the likely impacts of the proposal can be assessed.

Hertfordshire County Council Local Transport Plan 4 (May 2018), Policy 5 – Development Management

Hertfordshire County Council will work with development promoters and the district and borough councils to:

- *Ensure the location and design of proposals reflect the Local Transport Plan Transport User Hierarchy and encourage movement by sustainable transport modes and reduced travel demand*
- *Require a Travel Plan for developments according to the requirements of the county council's Travel Plan Guidance.*

- 1.1 This guidance is intended to support people who are involved in planning for new developments and is aimed at developers, transport consultants and planners.
- 1.2 Travel Plans are an important tool in Hertfordshire County Council's strategy to achieve the goals and objectives set out in Local Transport Plan 4. Travel Plans are required by planning authorities for a wide range of development proposals, including commercial, educational institutional and residential developments.
- 1.3 This document explains Hertfordshire County Council's requirements for Travel Plans, ensuring developments across the county support sustainable transport and minimise their negative impacts.
- 1.4 Contact the Network and Travel Planning Team to discuss Travel Plan development at: travelplans@hertfordshire.gov.uk.
- 1.5 To discuss the development of Travel Plans for educational establishments contact the Active and Safer Travel Team at: activeandsafertravel@hertfordshire.gov.uk.

2. What is a Travel Plan?

- 2.1 The Department for Transport defines a Travel Plan as a long-term management strategy for an organisation or site which seeks to deliver sustainable transport objectives, and which is regularly reviewed.
- 2.2 Travel Plans are unique to each development and identify a package of measures for a specific location to improve accessibility and encourage use of sustainable modes of travel. Travel Plan implementation is an ongoing process requiring regular monitoring, review and adjustment to ensure agreed objectives are delivered.
- 2.3 Travel Plans should be produced to support all developments generating significant amounts of movement and/or where other local circumstances make one necessary. Travel Plans may also be advantageous for changes in occupier or land-use involving a new set of travel patterns, particularly where the previous occupants did not have a Travel Plan. They can also be prepared on a voluntary basis.

Travel Plans will be required for all development proposals exceeding the county council's thresholds (**Appendix A: Development thresholds requiring Travel Plans**), and in other circumstances where local factors make one necessary.

- 2.4 Evidence of a site's likely impact provided in a Transport Assessment or Transport Statement should be used to inform the objectives, targets and measures in the Travel Plan, ensuring considerations given to each stage of the application are equivalent. Travel Plans for existing sites can also provide evidence to inform Transport Assessments and Transport Statements for new developments.
- 2.5 To ensure a Travel Plan meets the county council's requirements and is realistic in its expectations, it should be developed in partnership between the developer (together with their consultants), future occupants and the local authorities. The strategy of the Travel Plan, including its measures and targets should be developed to deliver an agreed set of objectives.

Travel Plan objectives may be to:

- Improve accessibility by non-car modes
- Reduce the need to travel
- Minimise single occupancy car travel
- Support commercial viability of public transport
- Reduce congestion
- Improve the local environment (including air quality and climate change)
- Reduce the cost of travel
- Improve health and wellbeing
- Improve road safety

Types of Travel Plan

- 2.6 The type of Travel Plan to be prepared should be discussed at the outset. **Appendix A: Development thresholds requiring Travel Plans** provides guidance on thresholds by land use to determine which type of Travel Plan is needed.

“Travel Plan” is used generically in this guidance to refer to all types of Travel Plan. Hertfordshire County Council recognises six specific types of Travel Plan:

- Draft Travel Plan
- Full Travel Plan
- Travel Plan Statement
- Framework Travel Plan
- Area Wide Travel Plan
- [Modeshift STARS – National Accreditation Scheme](#) Travel Plan

- 2.7 A Draft Travel Plan should be submitted with relevant planning applications. It should set out objectives, measures and targets linked to the analysis contained within the Transport Assessment. It could, for example, use the maximum permissible trip rates to inform target setting. It should also explicitly state the agreed trigger points for producing and submitting a Full Travel Plan, including baseline monitoring.
- 2.8 For residential developments trigger points for baseline monitoring and Full Travel Plan submission will be agreed in relation to anticipated build out schedule and development size. For workplace and visitor developments the trigger point for baseline monitoring and submission of a Full Travel Plan will typically be within three months of first occupation.
- 2.9 Educational establishments are required to submit Draft Travel Plans and Full Travel Plans in line with the requirements above. Following first occupation it will be mandatory for the plan to be updated and transferred to the [Modeshift STARS – National Accreditation Scheme](#) online system or another accreditation scheme recognised by the county council.
- 2.10 For smaller developments a Travel Plan Statement will be required instead of a Full Travel Plan. It will contain less detail to reflect the scale of development and focus primarily on implementing site measures and action targets, and monitoring is generally more limited.
- 2.11 With mixed-use or phased developments with multiple occupants, a Framework Travel Plan will be appropriate. It should clearly outline overall objectives, targets and indicators for the entire site but to be administered centrally. It should summarise the involvement required of site occupiers as part of the plan, and the timescales for individual units or phases to prepare and implement their own Full Travel Plans or Travel Plan Statements. The Framework Travel Plan should highlight any important links between phases or parts of the development.

- 2.12 Each subsequent Travel Plan should comply with, and be consistent with, the wider targets and requirements of the Framework Travel Plan. Potential occupiers should be advised of the Travel Plan requirements at an early stage.
- 2.13 In some situations it is essential to consider an Area-Wide Travel Plan rather than Travel Plans for individual sites if the objectives sought are to be delivered, for example where there are a number of developments in a particular area such as development of a business park or town centre. It would enable all new and existing developments within the designated area to produce effective outcomes.

Type of travel targeted

2.14 Travel Plans will generally target one or more of the following four travel types:

Workplace Travel Plans	Primarily address the transport impact generated by employees commuting to and from the site and during their work. They should also consider how visitor, freight and delivery movements can be more sustainable.
Residential Travel Plans	Address travel generated by residents of housing developments and deal with the journey origin rather than destination. The development's location, design and amenities within the development should reduce car use, the need to travel, and be supported by site permeability and connectivity to alternative modes. They incorporate personalised travel planning and travel information for each home.
Visitor Travel Plans	Relate to a variety of leisure, retail, sports, entertainment and other visitor attractions. The primary consideration is the end user but should also consider staff travel and deliveries. Key areas to be considered are promotion, access, facilities and car park management.
Education Travel Plans	Implement a package of initiatives to promote active, safe and sustainable travel to education settings and encourage the whole school community to consider road safety, environmental and health issues. They include road safety initiatives such as pedestrian skills and cycle training, in addition to Safer Routes to Schools walking and cycling infrastructure improvements.

- 2.15 Programmes to build new schools and to redevelop or expand existing ones are an opportunity to ensure sites are well designed to support active and sustainable travel. All educational establishments are encouraged to create a Travel Plan using the [Modeshift STARS – National Accreditation Scheme](#) online system on a voluntary basis at any time.
- 2.16 There are clear links between all four types of travel a Travel Plan may target (for example where a new school is integrated into a large new residential development), and opportunities to align their objectives, targets and measures should be pursued.

3. Planning process

- 3.1 Local government in Hertfordshire follows a two-tier structure and planning powers for most residential and commercial developments rest with the ten district and borough council Local Planning Authorities. Highways and transport responsibilities are with the county council, and there are some instances where the county council is the planning authority, such as for minerals, waste, and some school applications.
- 3.2 The county council, as the Local Transport Authority, is a statutory consultee on all planning applications with highway considerations, including for access, public transport and travel planning matters.
- 3.3 **Appendix B: Flowchart of Travel Plan stages** illustrates the full process from pre-application planning discussions to completion of Travel Plan implementation, while **Appendix C: Travel Plan Red-Amber-Green evaluation form** sets out the detailed evaluation tool the county council will use to assess Travel Plans.

Policy framework

- 3.4 A clear understanding of the policy framework is essential in securing effective Travel Plans which link coherently from national to local level.
- 3.5 [National Planning Policy Framework 2](#) (2019) – paragraph 111:

All developments that will generate significant amounts of movement should be required to provide a Travel Plan, and the application should be supported by a Transport Statement or Transport Assessment so the likely impacts of the proposal can be assessed.

- 3.6 [National Planning Practice Guidance](#) (as current), Travel Plans, Transport Assessments and Transport Statements – paragraphs 003 and 006:

Travel Plans support national planning policy which sets out that planning should actively manage patterns of growth in order to make the fullest possible use of public transport, walking and cycling, and focus significant development in locations which are or can be made sustainable.

Where there may be more effective or sustainable outcomes, and in order to mitigate the impact of the proposed development, consideration may be given to travel planning over a wider area.

- 3.7 Hertfordshire County Council's [Local Transport Plan 4](#), adopted May 2018, and supporting documents and strategies set out objectives, policies, and key schemes to encourage a mode shift from private car to sustainable transport and active travel. Local Transport Plan 4 (2018), Policy 3 – Travel Plans and Behaviour Change:

The County Council will encourage the widespread adoption of Travel Plans through:

- a) *Working in partnership with large employers, businesses and other organisations to develop Travel Plans and implement Smarter Choices measures.*
- b) *Seeking the development, implementation and monitoring of Travel Plans as part of the planning process for new developments.*
- c) *Supporting school Travel Plans, and working closely with parents, pupils, teachers and local residents to deliver a network of more sustainable transport links to school.*

The application of personalised travel planning techniques, marketing and behaviour change initiatives will be considered when delivering physical transport improvements to maximise the potential to achieve modal shift.

3.8 Each of Hertfordshire's district and borough councils have Local Development Frameworks which provide policy support for Travel Plans and these should be referred to in developing a Travel Plan.

Securing Travel Plans

3.9 Wherever the three planning tests are met, Travel Plans should be secured by section 106 planning obligation. These allow the county council and developer to enter into a legally binding agreement to deliver mitigations, where they are:

- Necessary to make the development acceptable in planning terms
- Directly related to the development
- Fairly and reasonably related in scale and kind to the development

3.10 A planning obligation is the most appropriate mechanism for securing a Travel Plan, because obligations:

- Allow for a greater level of detail to be agreed than could reasonably be achieved by a planning condition, for example the timetable for implementation and monitoring of the plan
- Support the need to secure specific objectives, targets and commitments including details of survey methods, responsibilities for funding these, and commitment to engage and involve third parties
- Are the only mechanism to secure Travel Plan Evaluation and Support Contributions

3.11 The type, size and scope of the Travel Plan is different for each development, so other relevant aspects may be secured. Standard clauses predominantly used are provided in the county council's [Developer Contributions Guidance](#) (as current), although depending upon the application more specific clauses may be used.

Travel Plan Evaluation and Support Contributions

3.12 To enable the ongoing auditing and supervision of Travel Plans by the county council, an Evaluation and Support Contribution must be secured by Section 106 obligation, linked to the size of development. In the absence of agreed Evaluation

and Support Contribution, the county council would be unable to supervise and assess the long-term implementation the Travel Plan.

Section 93 of the [Local Government Act 2003](#) gives the power to local authorities to charge for discretionary services. These are services that an authority has the power for, but not the duty to, provide.

- 3.13 The Evaluation and Support Contribution enables the county council to engage in a proactive manner in the development, evaluation and support of Travel Plans. A partnership approach between the county council, developer, Travel Plan Co-ordinator and occupants increases the effectiveness of Travel Plans.
- 3.14 While there is no specific Evaluation and Support Contribution associated with Framework Travel Plans themselves, each Full Travel Plan within the site framework will be expected to contribute a separate Evaluation and Support Contribution.
- 3.15 Travel Plan Statements require less input from the county council and an Evaluation and Support Contribution will not generally be sought. It may therefore be acceptable in some cases to secure Travel Plan Statements by planning condition.

The standard level of Travel Plan Evaluation and Support Contribution for residential, workplace, visitor and other Full Travel Plans is £1200 per year of Travel Plan implementation, as set out in **Appendix D: Travel Plan Evaluation and Support Contributions**. Contributions will be index-linked to RPI dated from May 2014 (date of first adoption of this guidance).

The standard level of Travel Plan Evaluation and Support Contribution for Education Travel Plans is £1500 per year of Travel Plan implementation, as set out in **Appendix D: Travel Plan Evaluation and Support Contributions**. Contributions will be index-linked to RPI from March 2020 (date of updated guidance).

Additional contributions

- 3.16 As stated in Hertfordshire County Council's [Developer Contributions Guidance](#) (as current), the county council may seek additional contributions by section 106 agreement for large developments to deliver additional sustainable travel initiatives over and above the Travel Plan, if the objectives or targets of the Travel Plan are not being met, or to otherwise mitigate observed impacts of the development. Such additional contributions may include but are not limited to area wide travel planning and Smarter Choices initiatives.
- 3.17 The need for and specific measures delivered with such contributions would be determined on a case-by-case basis. Developers are encouraged to discuss this with the county council at an early stage.

4. Implementation and management

- 4.1 Before approval, there needs to be clarity about where the responsibility for the Travel Plan and its full implementation and management lies at stages, to ensure that it is effective in delivering its objectives.
- 4.2 The actions to be taken will vary depending on the type of Travel Plan and the nature of the site. Before construction starts, it will be important that the developer:
- Identifies a lead person (the Travel Plan Co-ordinator)
 - Concludes any discussions with third parties
 - Ensures any changes required in the Travel Plan are clarified in accordance with review mechanisms
 - Develops a clear action plan for implementation
 - Establishes any governance arrangements required
 - Ensures final site design is consistent with the approved Travel Plan
 - Establishes liaison arrangements with the county council
- 4.3 As stated in Hertfordshire County Council's [Developer Contributions Guidance](#) (as current) developers should fund delivery of all aspects of the Travel Plan, such as managing and delivering measures, monitoring and employing the Travel Plan Co-ordinator. These commitments should be written into the Travel Plan.

Travel Plan Co-ordinator

A Travel Plan Co-ordinator should be appointed to cover all stages of every Travel Plan.

- 4.4 It is essential that a Travel Plan Co-ordinator is appointed to manage the delivery of all Travel Plans. The Travel Plan Co-ordinator should be appointed at an early stage of the Travel Plan process to inform the development and implementation. They should have knowledge and experience of sustainable travel initiatives and have authority and funding for expenditure on Travel Plan matters.

The developer needs to identify the Travel Plan Co-ordinator who will be responsible for the implementation of the plan, including transition from construction to occupation, and how any future handover to subsequent owners and occupiers of the site will take place.

Contact details for each person appointed to this responsibility should be provided including:

- Name and role within the organisation
- Postal address
- Telephone number and email address

It is good practice to also provide multiple points of contact to maintain continuity in case of changes of personnel.

- 4.5 The amount of time that the individual will spend on the Travel Plan will depend on the size of the development. For example, it may be possible for them to undertake the role on a part-time basis alongside other duties in a small development. In circumstances where the development is larger or employs a significant number of employees, it may be necessary for the individual to be employed on a full-time basis. The role of the Travel Plan Co-ordinator will evolve with the Travel Plan, as will the amount of time required to fulfil its obligations.
- 4.6 In some cases a consultancy may be commissioned to act as Travel Plan Co-ordinator. It is important that the consultants are familiar with the site and expect to visit regularly. The developer should remain closely engaged as they will ultimately be responsible for the success of the Travel Plan.

Travel Plan Co-ordinator responsibilities may include:

- Managing the implementation of measures set out in the Travel Plan
- Promotion and marketing of the Travel Plan and its measures, including producing marketing material for incoming site users
- Setting up appropriate management arrangements such as a Travel Plan steering group
- Acting as a point of contact for site occupiers and other stakeholders in respect of the Travel Plan and related issues
- Liaising with the county council in implementing the Travel Plan
- Collecting data and other information relevant to the implementation and future monitoring of the Travel Plan
- Submitting monitoring reports to the county council

Other management arrangements

- 4.7 Other management arrangements or governance structures may be appropriate to oversee the Travel Plan before and after occupation, such as establishment of a steering group, working group or community trust.
- 4.8 Setting up a steering or working group with representatives from a range of site users ensures the Travel Plan meets a full range of requirements and viewpoints and has wide-ranging support. Depending on the travel targeted by the Travel Plan and local context, useful representatives may be from:
- Finance, Human Resources and Facilities Management departments
 - Staff representatives and trade unions
 - Residents' Associations or other committees
 - Local businesses
 - Other local organisations

- Public transport operators
- Senior Leadership Team, pupils or student council, Governors and parents/carers in educational establishments

Information that should be outlined in the Travel Plan includes:

- A description of the group terms of reference
- The purpose of the group
- Membership of the group
- Frequency of meetings
- Responsibility for organising and chairing meetings

The role of Hertfordshire County Council

- 4.9 The county council offers support to developers and Travel Plan Co-ordinators in terms of Travel Plan evaluation, development, implementation and review.
- 4.10 The county council's ability to engage fully with the Travel Plan process is dependent on resource availability, including securing appropriate developer contributions. For Travel Plans required for planning purposes, the level of support provided will depend on receipt of a Travel Plan Evaluation and Support Contribution, to be secured by section 106 agreement.
- 4.11 The following support will be offered to Travel Plan Co-ordinators and those preparing Travel Plans:
- Pre-application and scoping advice for the Travel Plan
 - Evaluation of Draft Travel Plans
 - Assistance and advice on available sustainable travel resources, services and initiatives of relevance to the Travel Plan
 - Monitoring the implementation of Travel Plans
 - Managing Travel Plan monitoring data collected and submitted by the Travel Plan Co-ordinator
 - Participating in the Travel Plan annual review process, including attendance of an annual review meeting
 - Assessment of proposed revisions to approved Travel Plans
 - Promotion, partnering and Travel Plan development opportunities

Measures and action plan

- 4.12 Measures to be implemented vary depending on the type of travel being targeted (workplace, residential, visitor or education), the type of Travel Plan and local conditions including the results of site infrastructure audits and Travel Plan monitoring. Suggested measures to address the objectives of each travel type are provided in **Appendix E: Example Travel Plan measures**.

4.13 An action plan should be included in all Travel Plans clearly setting out the implementation stages of the plan from pre-occupation through handover to review and following occupation. The schedule should include actions to be delivered, timeframes, anticipated costs, and a named person responsible for delivery. It should also set out the monitoring regime and other aspects of Travel Plan implementation.

Residential travel vouchers

4.14 The developer of any residential site, including dwellings within a mixed-use development, must commit to providing a financial incentive on a per unit basis in line with **Table 1: Residential travel voucher incentives for residential developments**. The levels below are a suggested minimum and it may be appropriate to offer a higher level of incentive depending on local circumstances. Residential travel vouchers may relate to public transport and/or cycling incentives, for example free bus travel on new or existing services, vouchers towards bus or rail season tickets, vouchers for cycle equipment.

4.15 Provision of the incentives is the responsibility of the developer, not the county council unless expressly agreed and secured through a section 106 obligation with necessary developer contribution. However, the county council may be able to support with the management (negotiation, production and reimbursement mechanism) of multi-operator bus vouchers through its Intalink Enhanced Partnership at cost to the developer.

Table 1: Residential travel voucher incentives for residential developments

All residential developments (including in mixed-use development)	Unit type	Minimum value per unit
	Flat	£50
	House	£100
Voucher values will be index-linked to RPI dated from May 2014 (date of first adoption of this guidance).		

5. Monitoring

[National Planning Practice Guidance](#) (2014), Travel Plans, Transport Assessments and Statements, paragraph 012:

Travel Plans need to set out clearly what data is to be collected, and when, establishing the baseline conditions in relation to any targets.

Monitoring requirements should only cease when there is sufficient evidence for all parties to be sure that the travel patterns of the development are in line with the objectives of the Travel Plan.

- 5.1 The county council requires developers to commit to a long-term monitoring strategy for their Travel Plan in order to achieve sustainable and lasting results.
- 5.2 Review meetings between the Travel Plan Co-ordinator and the county council are needed to discuss monitoring results and agree any refinement to the Travel Plan that is required to ensure that targets and objectives are met.

Responsibilities

- 5.3 The developer is responsible for monitoring all Travel Plan activity and travel behaviour and reporting this to the county council. Monitoring should be in accordance with an agreed methodology, and the developer should make adequate resources available to the Travel Plan Co-ordinator to do so.
- 5.4 Monitoring is not a one-off activity and should take place on an annual basis for all Travel Plans. The county council's requirements for monitoring are based upon three specific variations:
 - Residential Travel Plans should be in place from first occupation until a minimum of five years following full site occupation
 - Workplace, visitor and other commercial Travel Plans are to be in place for a minimum of five years following first occupation
 - Educational establishments are required to have an accredited Travel Plan to be in place for a minimum of seven years following first occupation
- 5.5 The county council must ensure it has the necessary resources to oversee the ongoing implementation and monitoring of each Travel Plan and does so by securing a section 106 Travel Plan Evaluation and Support Contribution.

Methodology

- 5.6 Travel Plans can be monitored through a combination of methods and the requirements will depend on the Travel Plan type. It may comprise:
 - Multi-modal traffic counts in accordance with the county council's specification
 - TRICS [Standard Assessment Methodology for Travel Plan monitoring](#) ("SAM")

- Questionnaire surveys with an agreed minimum response rate
 - Other monitoring approaches such as vehicle parking surveys
- 5.7 A standardised approach is essential to ensure the collection of consistent and robust data enabling the developer, Travel Plan Co-ordinator and local authorities to monitor progress in achieving Specific, Measurable, Attainable, Realistic, and Time-bound targets, and identify changes to be made to the plan if it is not on course.
- 5.8 Suggested Travel Plan targets are in **Appendix F: Example Travel Plan targets**.

Full Travel Plans

- Monitoring methodology for each site should be agreed with the county council in the Travel Plan prior to the baseline survey, in line with the monitoring specification in **Appendix G: Multi-modal count monitoring methodology**
- Strategic sites (identified in **Appendix A: Development thresholds requiring Travel Plans**) should undertake in accordance with the [TRICS Standard Assessment Methodology for Travel Plan monitoring](#)
- Multi-modal counts may be supplemented with questionnaire surveys to understand the reasons for travel behaviour

Travel Plan Statements

- Assessment primarily focuses on meeting targets for delivery of site measures and actions, to be monitored through relevant survey methods to be agreed with the county council

Education Travel Plans

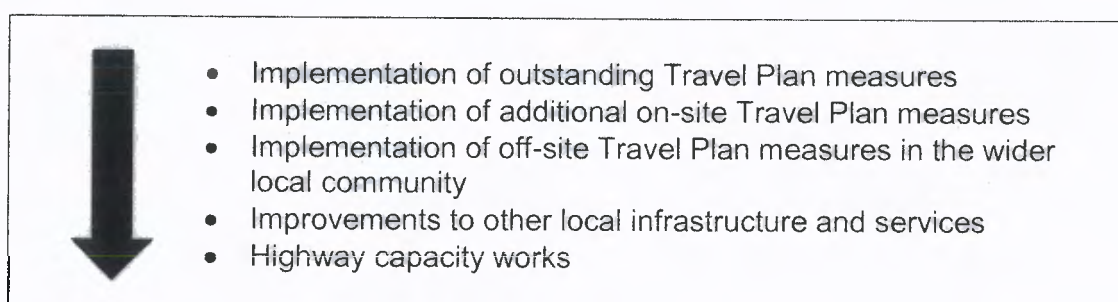
- Monitoring should capture students' travel to and from the location via "hands up" surveys with a minimum response rate of 80% for primary schools and 70% for secondary schools
- Monitoring of staff travel behaviour should be undertaken with questionnaire surveys, and a minimum response rate of 50% is required
- In both cases survey results should be uploaded to [Modeshift STARS – National Accreditation Scheme](#) (or other Travel Plan accreditation scheme recognised by the county council) within 30 days

Travel Plan Review

- 5.9 For workplace, residential and visitor Travel Plans, in all cases monitoring will be managed by the Travel Plan Co-ordinator, with results, implementation updates and recommended revisions shared with the county council within 30 days of data collection in a Travel Plan Review document. Adequate resources should be made available by the developer to commission monitoring to the appropriate standard.
- 5.10 The county council will assess the Travel Plan Review submitted and share comments with the Travel Plan Co-ordinator, including a meeting if required.
- 5.11 Hertfordshire's Travel Plan monitoring system is built into a bespoke database system. The database contains a monitoring application that supports the development and monitoring of Travel Plans in Hertfordshire. Data related to individual Travel Plans enables the county council to monitor the number, status and effectiveness of Travel Plans in Hertfordshire.

6. Enforcement

- 6.1 In the event a Travel Plan is failing to achieve its objectives, remedial measures should be implemented to address the shortcomings. Appropriate remedial action will depend on the nature, scale and severity of the impacts if targets are not met.
- 6.2 Enforcement may also be appropriate where the developer or occupier is not complying with a Travel Plan or associated planning obligation. Negotiation between the county council and developer is the preferred option before taking enforcement action. The aim will be to agree amendments to the Travel Plan as part of the review process to ensure it can meet the agreed objectives.
- 6.3 If negotiations fail to achieve a satisfactory remedy then enforcement action will be considered by the county council. The Travel Plan Co-ordinator will be notified in the form of a Travel Plan Remedial Measure Notice.
- 6.4 Any sanctions and payments that are enforced will be reasonable and proportionate. Enforcement is a last resort only to be used when Travel Plan requirements are consistently not met, and remedial measures may include:
- Payments to the county council to cover the costs of implementing measures which were agreed but not implemented
 - Implementation of works expected to remedy the failure
 - Limitations on the way the site can be used in the future, such as partial occupation or restriction on future phases of the development
- 6.5 Remedial measures may be written into the planning obligation used to secure the Travel Plan itself. Inclusion in the planning obligation supports the county council in pursuing sanctions to ensure that remedies are made.
- 6.6 The hierarchy below will be used to determine what level of enforcement is required.



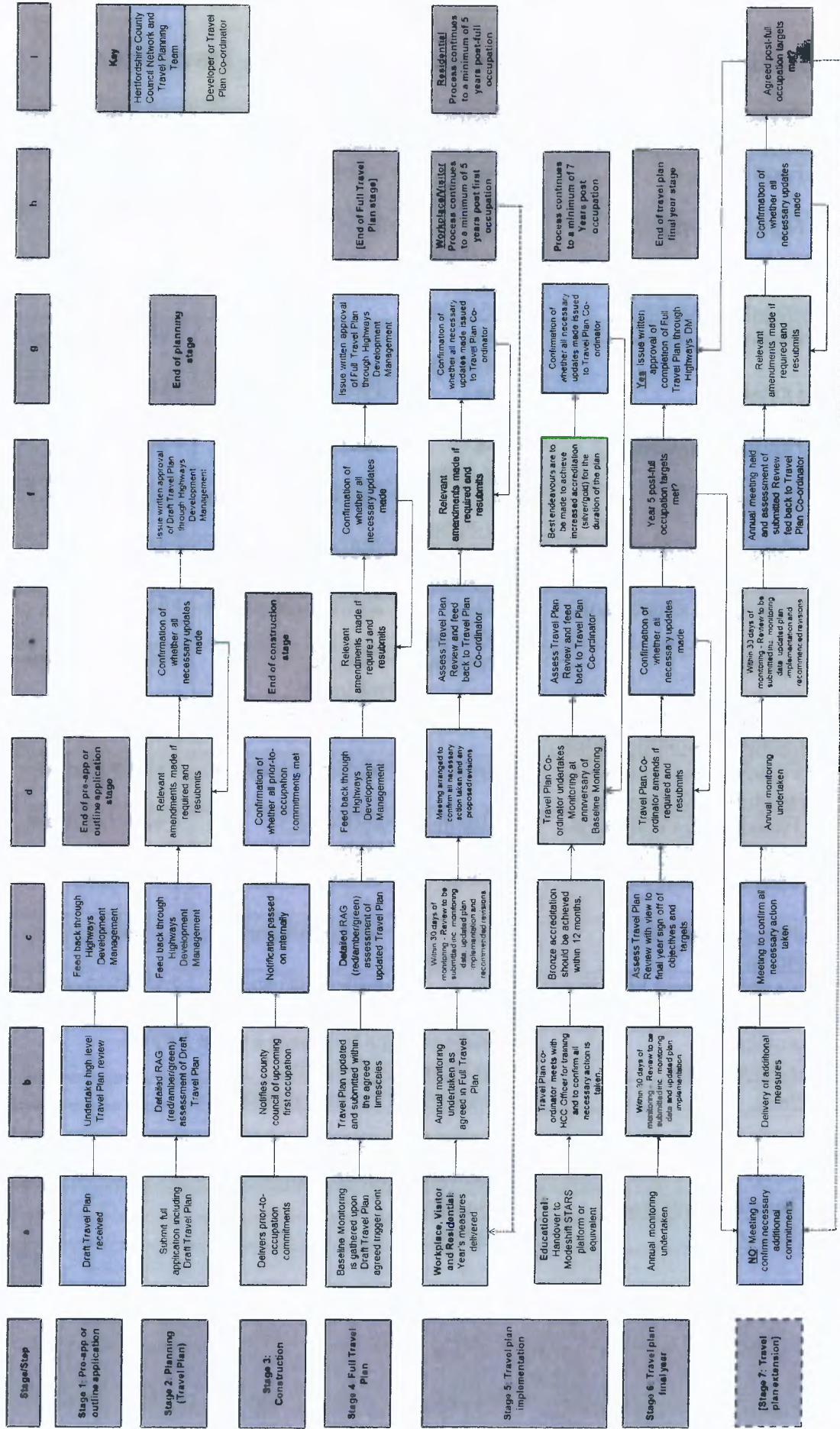
- 6.7 Enforcement action will be required until the impact of the development has been mitigated. Where Travel Plan targets are not met during the agreed monitoring period there will be a further time frame of up to ten years within which mitigation measures can be implemented.

7. Appendix A: Development thresholds requiring Travel Plans

Land Use	Measure	Travel Plan Statement	Full Travel Plan
A1 Food retail	Gross Floor Area	>250<800 sq. m	>800 sq. m
A1 Non-food retail	Gross Floor Area	>800<1500 sq. m	>1500 sq. m
A2 Financial and professional services	Gross Floor Area	>100<2500 sq. m	2500 sq. m
A3 Restaurants and cafés	Gross Floor Area	>300<2500 sq. m	>2500 sq. m
A4 Drinking establishments	Gross Floor Area	>300<600 sq. m	>600 sq. m
A5 Hot-food takeaway	Gross Floor Area	>250<500 sq. m	>500 sq. m
B1 Business	Gross Floor Area	>1500<2500 sq. m	>2500 sq. m
B2 General Industry	Gross Floor Area	>2500<4000 sq. m	>4000 sq. m
B8 Storage or distribution	Gross Floor Area	>3000<5000 sq. m	>5000 sq. m
C1 Hotels	Bedrooms	>75<100 bedrooms	>100 bedrooms
C2 Residential institutions – hospitals, nursing homes	Beds	>30<50 beds	>50 beds
C2 Residential institutions – residential education	Students	>50<150 students	>150 students
C2 Residential institutions – institutional hostels	Residents	>250<400 residents	>400 residents
C3 Dwelling houses	Dwelling unit	>50<80 units	>80 units
D1 Non-residential institutions	Gross Floor Area	>500<1000 sq. m	>1000 sq. m
D2 Assembly and leisure	Gross Floor Area	>500<1500 sq. m	>1500 sq. m
Educational establishments	Increase in pupil numbers and/or further development of the site		
Others	Discuss with the county council		

Strategic sites	Larger developments for specified land uses require TRICS SAM monitoring
C3 Dwelling houses	>250 units
A1 food retail	>2000 sq. m

8. Appendix B: Flowchart of Travel Plan stages



Content	Comments	Green	Amber	Red
Site details	Development type			
Use class changes	<ul style="list-style-type: none"> Future use class (and previous if change of use or directly relevant) Gross floor area 			
Site owner	<ul style="list-style-type: none"> Not always relevant, e.g. workplace or expansion of existing site 			
Site developer	<ul style="list-style-type: none"> Generally residential development, or developer of commercial units without future tenants known 			
Travel Plan author	<ul style="list-style-type: none"> Usually a transport consultancy – although consider relevance if being written by consultants on developer's behalf (i.e. future ownership) 			
Site location	<ul style="list-style-type: none"> Details of location and map National and local policy background Should be summarised in Transport Assessment – not essential to repeat 			
Travel Plan type	<ul style="list-style-type: none"> Draft Travel Plan Full Travel Plan Travel Plan Statement Framework Travel Plan 			
Objectives	Travel Plan objectives			

<ul style="list-style-type: none"> • What are the main issues the Travel Plan is seeking to address 			
<ul style="list-style-type: none"> • Travel type targeted • Residential • Workplace • Visitors 			
Travel Plan management			
<ul style="list-style-type: none"> • Travel Plan Co-ordinator contacts • Interim TPC details = Amber • Full TPC details = Green • No details = Red 			
<ul style="list-style-type: none"> • Secondary contacts 			
<ul style="list-style-type: none"> • Statement of senior commitment • Statement from developer or management stating commitment to implementing Travel Plan 			
<ul style="list-style-type: none"> • Travel Plan Co-ordinator duties 			
<ul style="list-style-type: none"> • Time allocated to role 			
<ul style="list-style-type: none"> • Frequency on site • Based on or off site 			
<ul style="list-style-type: none"> • Steering group • Name • Frequency of meetings • Attendees 			
<ul style="list-style-type: none"> • Other management arrangements • Will Travel Plan be handed over to a management company? 			
<ul style="list-style-type: none"> • Internal stakeholders • Employees or residents • Mixed use • Large company with different departments 			
<ul style="list-style-type: none"> • External partners • Local authorities • Public transport operators 			

• Other organisations			
Package of measures			
General travel information			
Walking			
Cycling			
Public transport			
Reduce the need to travel			
• Home deliveries			
• High speed internet			
Residential travel vouchers			
Parking controls (restraint and management)			
Appropriate levels of parking			
Parking management strategy			
Car share parking			
Electric vehicle parking			
Two-wheeler parking			
Freight or delivery measures			
Delivery			
Freight			
Construction			
Targets, monitoring and action plan			
Baseline mode split data			
• Estimated baseline = Amber			
• Estimates based on TRICS data from Transport Assessment			
• Actual = Green			
Modal shift targets			
• Estimated baseline = Amber			
• Estimates based on TRICS data from Transport Assessment			
• Actual = Green			
Monitoring method			
• Multimodal counts in line with methodology			

<ul style="list-style-type: none"> • TRICS SAM monitoring for strategic sites • Questionnaire survey – to understand why they travel the way they do and what would facilitate change • Ad hoc surveys of facilities use or uptake 			
<p>Monitoring frequency</p> <ul style="list-style-type: none"> • Annual 			
<p>Travel Plan Review frequency</p> <ul style="list-style-type: none"> • Annual • Review report submitted within 30 days of monitoring 			
<p>Travel Plan Evaluation and Support Contribution</p> <ul style="list-style-type: none"> • Secured by section 106 • £1200/1500 per year of implementation 			

10. Appendix D: Travel Plan Evaluation and Support Contributions

- 10.1 Travel Plan Evaluation and Support Contributions should be proportionate and depend on factors including size and type of development, duration of build out, and anticipated transport impact.

Travel Plan Evaluation and Support Contributions for Workplace, Residential, Visitor and other Travel Plans

Size threshold	Contribution required
Full Travel Plans	£1200 per annum
Strategic sites	Subject to discussion with the county council
Other	
Contributions will be index-linked to Retail Price Index (RPI), dated from May 2014 (date of first adoption of this guidance).	

Travel Plan Evaluation and Support Contributions for Education Travel Plans

Size threshold	Contribution required
Full Travel Plans	£1500 per annum
Strategic sites	Subject to discussion with the county council
Other	
Contributions will be index-linked to RPI from March 2020 (date of updated guidance).	

- 10.2 The indicative breakdowns below are estimates of annual costs to the county council to provide developers and Travel Plan Co-ordinators the typical level of support needed to verify and assist the proper implementation and success of a Full Travel Plan in a typical year.

Travel Plan Evaluation and Support Contributions for Workplace, Residential, Visitor and other Travel Plans

Support type		Cost per annum
Analysis and reporting	Analysis of submitted data, data entry, report production	£130
Annual review meeting		£175
Other support	Assisting plan development and implementation, advice on marketing, promotion and events, providing updates on products and services	£203
Technical support	Data analysis, mapping, monitoring visits	£692
Total annual cost		£1200

Travel Plan Evaluation and Support Contributions for Education Travel Plans

Support type		Cost per annum
Analysis and reporting	Analysis of submitted data, data entry, report production	£131
Review meetings each term	Including steering group attendance	£528
Other support	Assisting plan development and implementation, advice on marketing, promotion and events, providing updates on products and services	£841
Total annual cost		£1500

11. Appendix E: Example Travel Plan measures

Workplaces

Strategy	Example measures
Site design	<ul style="list-style-type: none"> • Access points to the site by all modes – greater accessibility options for sustainable travel modes
Reducing the need to travel	<ul style="list-style-type: none"> • Create policy to enable flexible working • Provide audio/video-conferencing facilities and training • Provide on-site services for employees
Active travel	<ul style="list-style-type: none"> • Create a pedestrian and cycle friendly site including cycle parking, routes and other facilities • Provide walkers and cyclists changing facilities • Improvements to the local walking and cycling network • Promotional walking and cycling events • Provide walking and cycling maps • Provide a pool bike service • Provide “Dr Bike” service
Passenger transport	<ul style="list-style-type: none"> • Improvements to local bus and rail infrastructure • Promotion of passenger transport with information • Provide shuttle buses to passenger transport hubs • Provide real time information for bus and rail departures • Financial incentives, including staff discounts and special offers for day and season tickets • Season ticket loans • Provide a guaranteed way home • Consider relationship between timetables and shift patterns
Car sharing	<ul style="list-style-type: none"> • Sign up to a car sharing scheme • Car share promotional events • Provide free, guaranteed or priority parking for car sharers • Provide additional perks • Provide pool cars
Parking management	<ul style="list-style-type: none"> • Limit the parking allocation on site • Create a needs-based parking allocation scheme • Implement car parking charges or other restrictions • Provide electric car charging facilities
Promotion and marketing	<ul style="list-style-type: none"> • Provide personal travel advice to employees • Give welcome packs and induction briefings to new employees, including maps and information on sustainable travel • Publicise the Travel Plan and sustainable travel information on the organisation’s website • Posters, competitions, flyers, events and road shows to promote sustainable travel

Residential developments

Strategy	Example measures
Site design	<ul style="list-style-type: none"> • Permeability of site for pedestrians and cyclists • Requirements for bus routeing considered in road design
Improvements to off-site infrastructure	<ul style="list-style-type: none"> • On routes serving the site: <ul style="list-style-type: none"> ○ Creation and enhancement of walking and cycling links ○ Provision of off-site bus infrastructure/bus priority ○ Facilities to improve interchange
Reducing the need to travel	<ul style="list-style-type: none"> • Provide local facilities to improve access to health, education, childcare, retail, employment, leisure and community activities • Home delivery drop-off points • High speed broadband provision to enable homeworking
Active travel	<ul style="list-style-type: none"> • Cycle hubs • Cycle parking for residents and visitors • Pedestrian and cycle infrastructure • Site speed limits • Cycle and walking maps
Passenger transport	<ul style="list-style-type: none"> • Improve on and off-site bus stop infrastructure • Provide bus priority measures • Provide real time information for bus and rail departures • Pump prime new or improved local bus services, community transport and demand responsive transport • Provide financial incentives and taster tickets
Car sharing	<ul style="list-style-type: none"> • Resident car sharing scheme • Car club • Provide taxi service details
Parking management	<ul style="list-style-type: none"> • Parking restraints or car-free sites • Control impact to off-site parking through introduction of Controlled Parking Zones
Promotion and marketing	<ul style="list-style-type: none"> • Travel Plan training for sales and marketing staff • Travel welcome packs with incentives for sustainable travel • Free or discounted tickets for passenger transport, cycles and cycle equipment and car club • Community travel website and notice boards • Community travel events and forums

Visitor sites

Strategy	Example measures
Site design	<ul style="list-style-type: none"> • Accessibility by sustainable modes <ul style="list-style-type: none"> ○ Pedestrian and cycle infrastructure both on and off site, ○ Prominent and quality bus stops
Reducing the need to travel	<ul style="list-style-type: none"> • Offer home delivery services • Promote online shopping
Active travel	<ul style="list-style-type: none"> • Left luggage or cloakroom facilities • Cycle hire outlets • Orientation signage for those arriving by sustainable modes

Passenger transport	<ul style="list-style-type: none"> • Improvements to local bus and rail infrastructure • Pump prime new or improved local bus services, community transport and other demand responsive transport • Adjustment to timings to fit in with existing timetables • Subsidised services for shoppers • Shuttle bus services
Parking Management	<ul style="list-style-type: none"> • Revenue from car parking charges are ring fenced to support sustainable travel measures • Cost of parking is not included within the admission price
Promotion and marketing	<ul style="list-style-type: none"> • Provide information on sustainable access in all promotional literature, posters and websites • Discounts on admission for visitors arriving sustainably • Discounts for large groups travelling together • Developing entry discount packages with local public transport operators

Educational establishments

Strategy	Example measures
Site design	<ul style="list-style-type: none"> • Site permeability and access points to non-car modes • Parking provision/restriction • Wet weather waiting area for parents • Secure storage area for parents to leave pushchairs for linked journeys
Safer Routes to School	<ul style="list-style-type: none"> • On routes serving the school: <ul style="list-style-type: none"> ○ Traffic calming ○ Footpath improvements ○ Crossing points ○ Cycle infrastructure ○ School signage
Active travel	<ul style="list-style-type: none"> • Pedestrian and cycle infrastructure • Cycle and scooter storage • Road safety training • Cycle training and maintenance classes • Park and Stride • Lockers for cycling equipment • School crossing patrol • Walking buses • Showering facilities for staff who cycle
Passenger transport	<ul style="list-style-type: none"> • Ticket discounts • Promotion of bus and rail services around the site • Bus links to key rail stations
Promotion and marketing	<ul style="list-style-type: none"> • Promotional events such as Environment Week • Promote journey planning software • Events, competitions and regular focus weeks on sustainable travel themes • Inclusion of Travel Plan in induction sessions and included on school website

- | | |
|--|---|
| | <ul style="list-style-type: none">• Travel information board and screens• Curriculum work linked to Travel Plan objectives• Promote national campaigns such as Walk to School Week, the BIG Pedal, Clean Air Day, Road Safety Day, Anti Idling• Promotion of active and safer travel in prospectus packs and in home to school agreements• Further measures on <u>Modeshift STARS – National Accreditation Scheme</u> |
|--|---|

12. Appendix F: Example Travel Plan targets

Workplaces

Targets	Indicators
<ul style="list-style-type: none"> • % of employees driving to work will not exceed X% • Number of weekday vehicle trips generated by the site when fully occupied will not exceed X • Reduction in peak hour travel • Additional targets may be needed for visitor, business, freight and delivery travel where they generate significant traffic 	<ul style="list-style-type: none"> • % of employee trips made by walking • % of employee trips made by cycling • % of employee trips made by bus • % of employee trips made by train • % of employee trips made by car as passenger • % of employee trips eliminated by teleworking • Number of freight vehicle trips per day

Residential developments

Targets	Indicators
<ul style="list-style-type: none"> • Number of car vehicle trips per occupied unit per weekday will not exceed X • Number of weekday vehicle trips generated daily by the site once fully occupied will not exceed X • Number of peak hour trips 	<ul style="list-style-type: none"> • Number of walking trips per unit per day • Number of cycling trips per unit per day • Number of bus trips per unit per day • Number of train trips per unit per day • Number of walking/cycling within development

Visitor sites

Targets	Indicators
<ul style="list-style-type: none"> • Number of car vehicle trips per visitor/shopper trip will not exceed X • Number of vehicle trips daily generated by the development once fully operational will not exceed X • Targets should also cover staff working at the attraction 	<ul style="list-style-type: none"> • % of visitor/shopper trips made by walking • % of visitor/shopper trips made by cycling • % of visitor/shopper trips made by bus • % of visitor/shopper trips made by train • % of visitor/shopper trips made as car passenger • % of trips eliminated by internet order/home delivery

Educational establishments

Targets	Indicators
<ul style="list-style-type: none">• % of students travelling to the institution by car will not exceed X• Number of weekday vehicle trips generated by the institution daily not to exceed X• Percentage of students travelling to the institution by active modes – walking, cycling and scooting – will be X% or more• Targets should cover all staff working at the institution including support staff	<ul style="list-style-type: none">• % of trips to the institution made by walking• % of trips to the institution made by cycling• % of trips to the institution made by scooting• % of trips to the institution made by bus• % of trips to the institution made by train• % of trips made by park and stride

13. Appendix G: Multi-modal count monitoring methodology

- 13.1 Hertfordshire has numerous residential and employment developments which need to be monitored for adherence to the Travel Plan agreed between the developer and Hertfordshire County Council. In many the size of the developments means the TRICS (UK and Ireland national system of trip generation analysis) [Standard Assessment Methodology for Travel Plan monitoring](#) is not always financially proportionate.
- 13.2 This methodology has been designed as a cost-effective way to estimate trip rates generated by a specific development. These trip rates can then be compared to the Travel Plan agreed with the developer or site occupier. Development sites showing a significant discrepancy between the actual and planned trip rates can be further investigated.

Hertfordshire County Council requirements

- 13.3 For all sites (unless otherwise agreed) Hertfordshire County Council will require a multi-modal traffic count to be conducted, which may be supported by questionnaire surveys. The methodology outlined below should be considered when preparing a monitoring programme and this should be agreed with the county council. Once the process is agreed the dates when monitoring is to take place should be communicated to the county council for verification.

Methodology overview

- 13.4 This methodology is designed for simple sites with clearly defined site boundaries. It is designed primarily to survey residential developments but can be adapted to survey employment areas.
- 13.5 Monitoring carried out under this methodology are intended to show the number of trips generated in a typical day by a given development. Surveys can also show, approximately, what percentage of these trips do and do not use a car.
- 13.6 The following points should be taken into consideration when setting up a site survey and reference included within the proposed monitoring programme:
- 13.7 Site Assessment:
- Site location
 - Boundary
 - Map and/or photos
 - Identification of access points
 - All relevant points by which the site can be accessed by any mode should be included
 - Unofficial access points should be carefully considered
 - Site boundary integrity
 - If the site does not have a clear boundary then a TRICS survey may be more appropriate

- In busy town centres, it is highly likely that retail areas or primary schools will require a more complex survey than most other sites. In this instance, this simplified methodology is not appropriate and a TRICS survey should be used

13.8 When the monitoring should take place:

- For most sites, one survey day will be acceptable
- Most surveys for residential or employment areas can be carried out between Tuesday and Thursday
- For employment sites surveys should start one hour before the site opens and finish one hour after the site closes
- Residential and mixed-use sites may use 12-hour (07:00 to 19:00) or 18-hour (06:00 to 22:00) counts, the approach should be agreed with the county council

13.9 Type of count:

- Consideration as to the information which needs recording and what mechanism can best gather this:
 - Enumerator
 - Strips
 - Camera
 - Other vehicle sensors – innovative technological solutions may collect suitable multi-modal count data
- Different types of count are appropriate for different locations, including:
 - Basic modal count for traffic entering/exiting the site
 - Pedestrian and cycle counters which count pedestrian and cyclist movements, not vehicles
 - Queue counts which count the number of vehicles queueing to a junction
 - Junction counts which count turning movements
 - Manual directional counts which sort every pedestrian, cyclist or vehicle passing the enumerator location into one of thirteen categories

13.10 Parking provision and considerations:

- Onsite parking provision
 - Level of provision
 - Cars
 - Cycles
 - Motorcycles
- Any management or restrictions?
 - An understanding of the parking restrictions in place at a site will give an indication of the likelihood of parking by non-site users, including residents only parking areas or maximum stay limitations
- Use of site parking by non-site users
 - Any nearby facilities that people would park at and walk to the site; failure to take these trips into account will corrupt the results of the survey
- Off-site parking will need to be included in the survey specification if:
 - Parking is likely to be at capacity at any point during the survey

- On-site parking is not available or charged
- It may be possible for streets directly adjacent to the site to be monitored
- Enumerators can be placed in locations where they can observe vehicles parking and observe whether any drivers/passengers enter the site
- Off-site vehicle counts in an agreed local vicinity carried out at regular intervals throughout the survey day
- It should be decided whether vehicles that stop to drop-off/pick up should be distinguished from drivers who park and leave their vehicle to access the site, particularly if the site is near to a primary school or nursery

13.11 Public transport:

- Can public transport be included within the survey?
- Any public transport routes operating onto or through the site?
- Where are the transport hubs? Which exits are most likely to be used to access rail station or off-site bus stops?
- Depending on how close a bus stop is from the site it may be possible to observe pedestrians moving from the site to the bus stop
- Residential developments should with liaise bus operators and county council regarding uptake of residential travel vouchers and bus services established to serve the site

APPENDIX 3

Plan 1 and Plan 2 and Highway Works Drawings

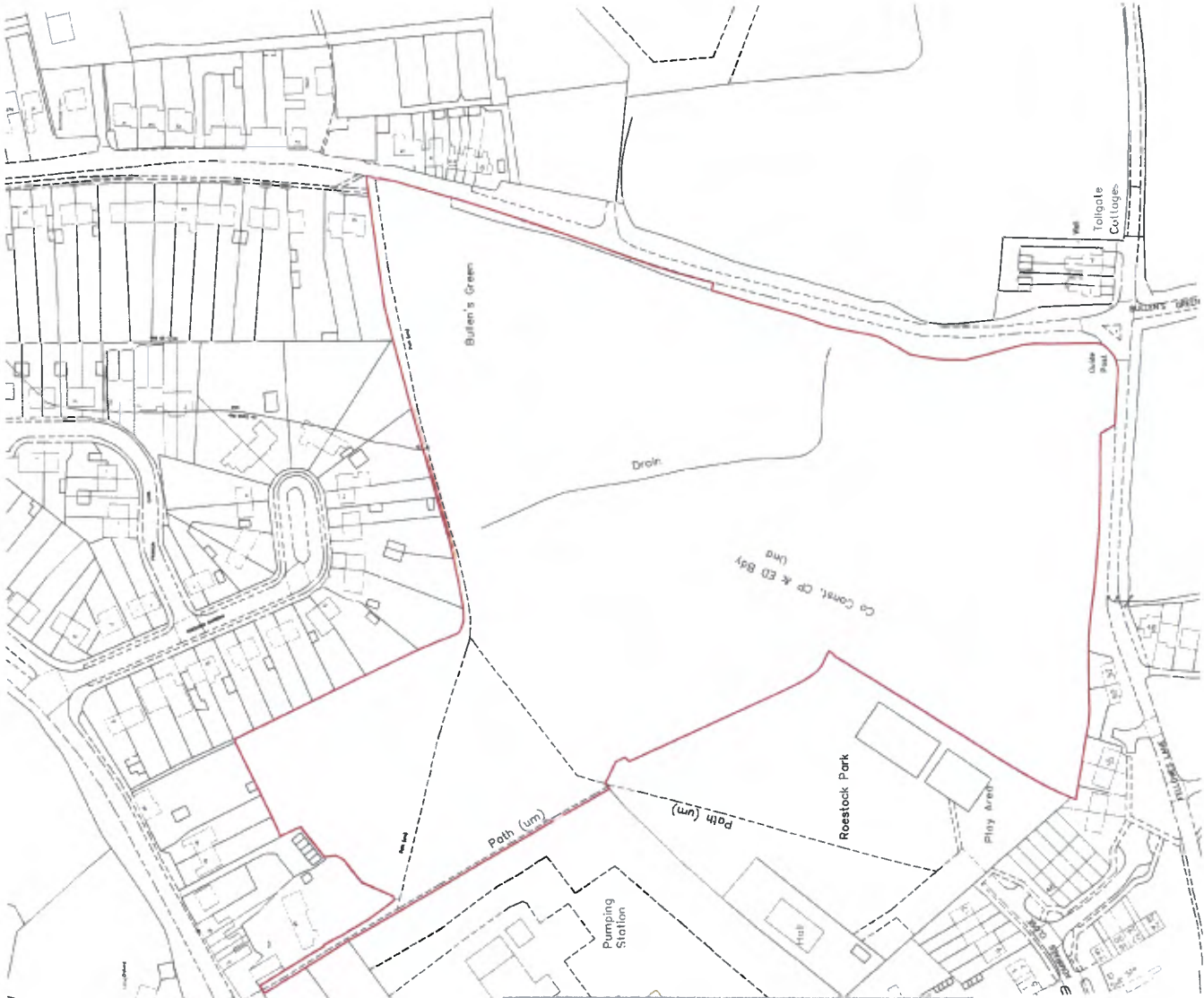
Plan 1

NOTES

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Woods Hardwick
R. Denton
E.K. Lawrence
S. Sawdons

Authorised Officer



Executed as a DEED by affixing the
COMMON SEAL of ST ALBANS
DISTRICT COUNCIL
in the presence of
Sally C. B...
Authorised Officer
C. S. T...
Authorised Officer

REV	DESCRIPTION	DATE	BY	CHK	DATE
	<input checked="" type="checkbox"/> PRELIMINARY				
	<input type="checkbox"/> INFORMATION				
	<input type="checkbox"/> CONSTRUCTION				
	<input type="checkbox"/> AS BUILT				
SCALE	1:12500 A2	DATE	MAY 20		
ISSUED	RR	CHK	TF		
DRAWING NO	17981-1002	REV			
TITLE	Land West of Bullens Green Lane Cobney Heath				
DETAILS	Site Location Plan				

Woods Hardwick
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Woods Hardwick

Plan 2

NOTES

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J.P. Parkley
R. Denton
E. K. Lawrence

S. Saunders
 Authorised Officer



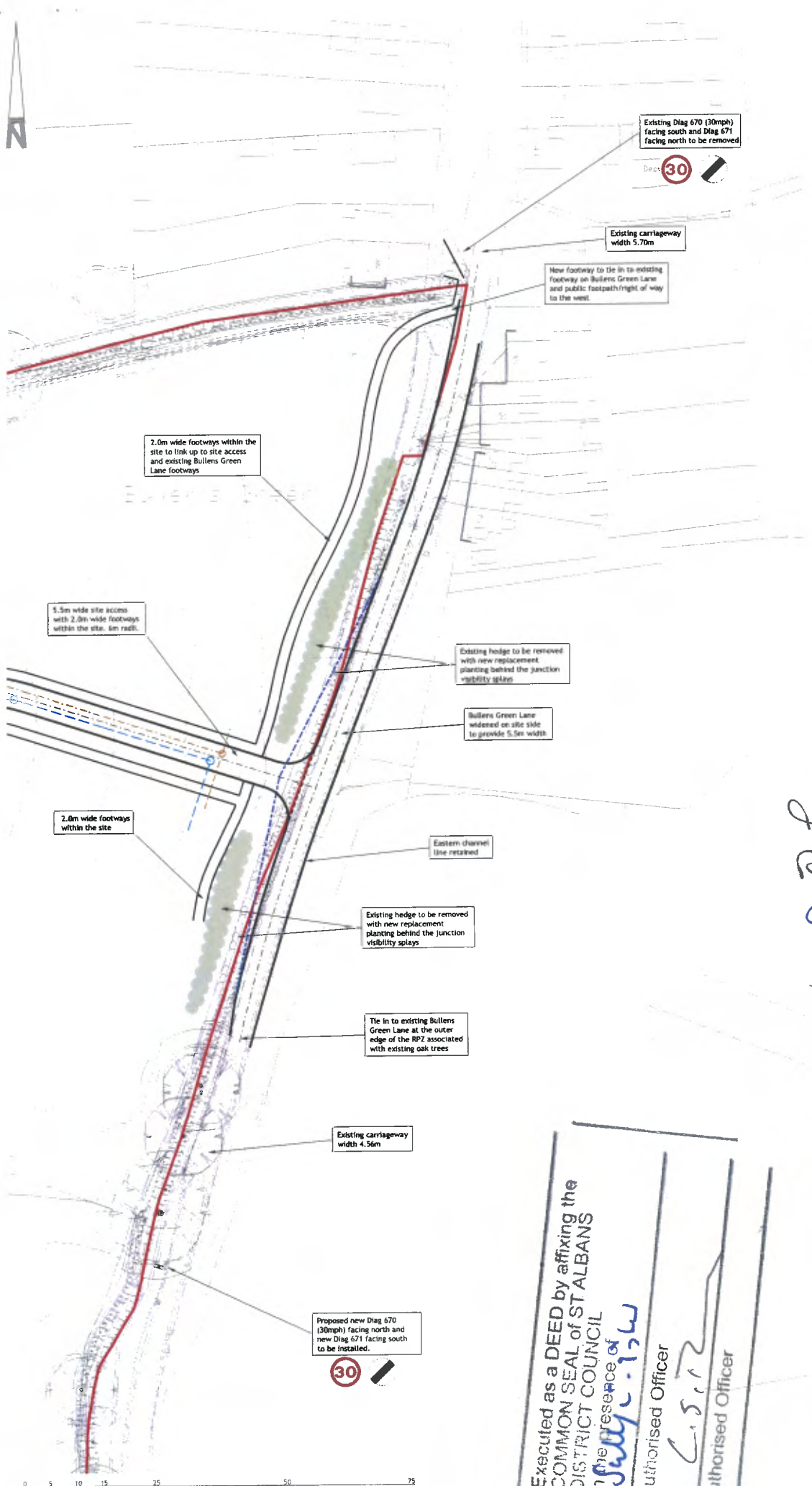
Executed as a DEED by affixing the
 COMMON SEAL of ST ALBANS
 DISTRICT COUNCIL
 in the presence of
Sally - B
 Authorised Officer
C. S. T.
 Authorised Officer

REV	DESCRIPTION	DATE	BY	DATE
	<input checked="" type="checkbox"/> PRELIMINARY	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> NUMBER	
	<input checked="" type="checkbox"/> CONSTRUCTION	<input type="checkbox"/> AS BUILT		
SCALE	1:12500 A2	DATE	MAY 20	
DRAWN	RR	CHK	TF	
DRAWING NO	17981-1003			
TITLE	Land West of Bullens Green Lane Colney Heath			
DETAILS	District Boundary line Layout			

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18770-FELL-5-500 Rev B- site access drawing



NOTES

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- Until technical approval has been obtained from the relevant authorities, all drawings are issued as preliminary and not for construction. Should the Contractor commence site work prior to approval being given it is entirely at his own risk.

SAFETY, HEALTH AND ENVIRONMENTAL

In addition to the hazards, risks normally associated with the type of work detailed on this drawing, note the following significant risks and information.

Construction:

-
-

For information relating to end use, maintenance, demolition, see the health and safety file.

It is assumed that all works will be carried out by a competent Contractor, where appropriate, to an approved method statement.

KEY

- Site Boundary
- Visibility Splays 4.5m x 43.0m

[Handwritten signatures]
 R. [unclear]
 E. K. Lawrence
 S. Saunders

Authorised Officer

B	Visibility splays reduced to 4.5m x 43.0m	02	GBR	20/10/2020
A	Access moved from Fellens Lane	01	JPB	18/08/2018
REV	DESCRIPTION	DATE	BY	DATE
<input checked="" type="checkbox"/>	PRELIMINARY			
<input type="checkbox"/>	CONSTRUCTION			
<input type="checkbox"/>	INFORMATION			
<input type="checkbox"/>	TENDER			
<input type="checkbox"/>	AS BUILT			
SCALE	1:500 @ A2	DATE	July 2020	
DRAWN	IZ	CHK	GBR	
DRAWING NO.	18770-FELL-5-500	REV	B	
TITLE	Land of Bullens Green Lane Colney Heath			
DETAILS	Site Access			

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[Handwritten signature]
 Authorised Officer
[Handwritten signature]
 Authorised Officer

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18770-fell-5-501A- footway/pedestrian link drawing

NOTES

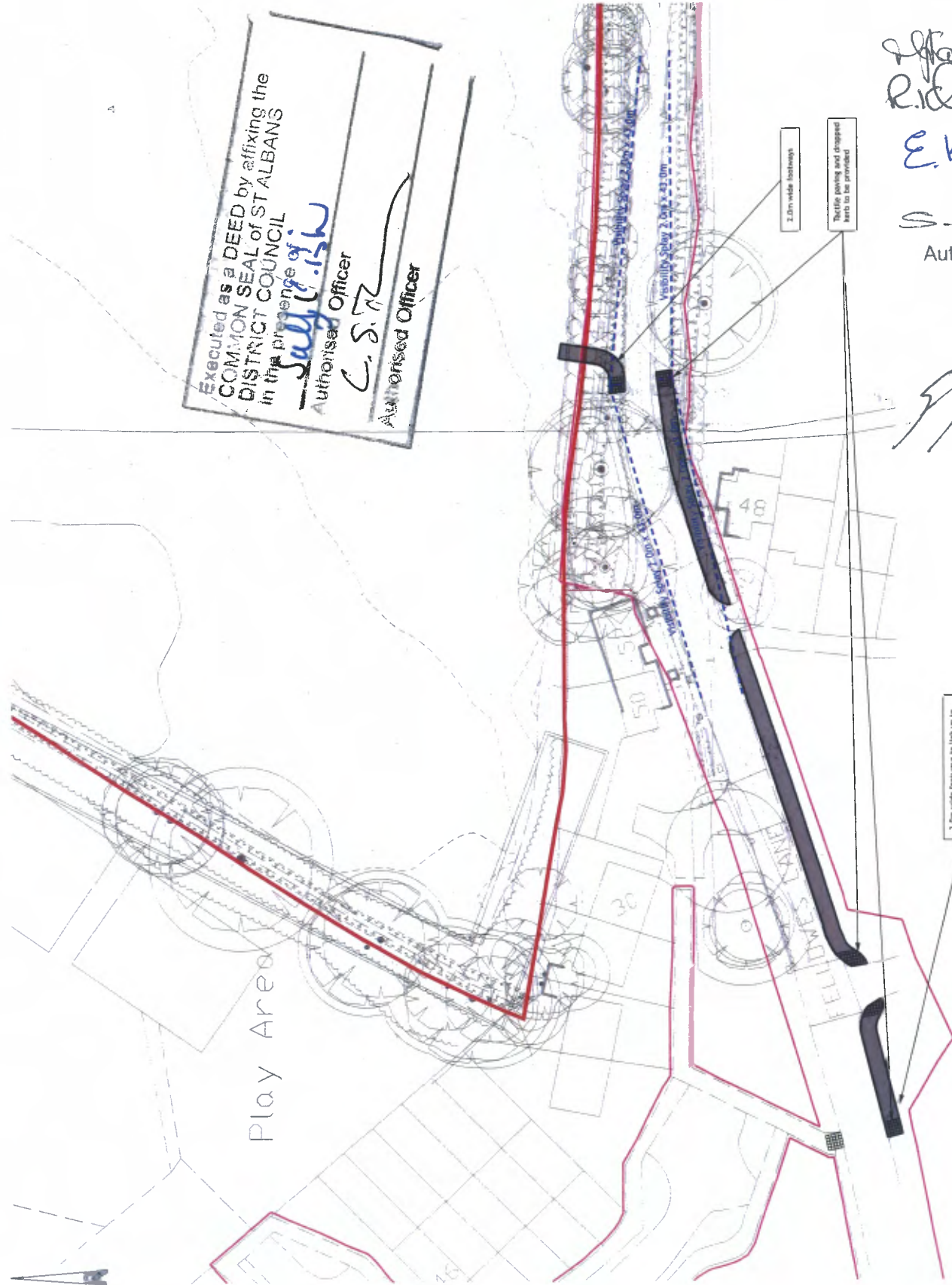
1. Contractor must check all dimensions on the job figured to the Architect or Engineer before proceeding. Discrepancies must be reported to the Architect or Engineer before proceeding.
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3. If all technical approval has been obtained from the relevant authorities, all drawings are issued as preliminary and not for construction. Should the Contractor commence site work prior to approval being given, it is entirely at his own risk.

SAFETY, HEALTH AND ENVIRONMENTAL

There are no exceptional risks associated with these works. Refer to the Designer's risk assessment for the full assessment of risks.

- Site Boundary
- - - Pedestrian Visibility Splays 2.0m x 43.0m
- Highway Extant based on Hertfordshire County Council Plan

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July 11. 15.16
 Authorised Officer
C. S. 17
 Authorised Officer



3.0m wide footpaths to link up to site and existing Pedestrian Lane footpaths

2.0m wide footpaths

Traffic planting and dropped kerbs to be provided



REV	DESCRIPTION	BY	CHK	DATE
1	Issue with Footpath Connections	IZ	GBR	15/10/2020

PRELIMINARY INFORMATION INKERS
 CONSTRUCTION AT RISK

SCALE: 1:500 @ A3 DATE: October 2020
 DRAWN: IZ CHK: GBR
 DRAWING NO: 18770-FEEL-5-501 REV: A
 TITLE: Land of Bullens Green Lane, Colney Heath

Stalban Smith
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PLEASE CONSIDER THE ENVIRONMENT BEFORE PRINTING THIS DRAWING

Appendix 4

Borough Council Contributions Calculations Tables

Green Space Contributions Calculations Table (subject to PubSec 178)

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

Play Areas/Facilities Contribution Calculations Table (subject to PubSec 178)

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

and contribution
Waste & Recycling Provision Calculations Table (subject to PubSec 178)

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

*See SS
 C&T NW*

Appendix 5

District Council Contributions Calculations Table

Net Increase in On-Site Population	
The Council will base its calculations for the net increase in on-site population on the following occupancy rates, which are taken from the latest available information from Hertfordshire County Council.	
Dwelling Size	Occupancy
Dwellings with 1 bedroom	1.5
Dwellings with 2 bedrooms	1.7
Dwellings with 3 bedrooms	2.3
Dwellings with 4 bedrooms	3.0
Dwellings with 5 of more bedrooms	4.0

Table 1: formula for calculating net increase in population from site

Type of provision	(A) Local Standard of Provision	(B) Cost per Square metre ¹	(C) Contribution per person	(D) Total Contribution	Project to which Contribution will be Applied
Leisure and Cultural Services	£82.53 m ² per 1000 population	£3,908 per square metre	£322.72	£TBC*	Improvements to existing provision at Colney Heath Scout Hut.

*total contribution calculated by multiplying the net increase in on site population by the contribution per person.

Appendix 6
Nomination Forms

DATED _____ 202

(xxxxxx RP NAME)

TO

WELWYN HATFIELD BOROUGH COUNCIL

SHARED OWNERSHIP NOMINATION
AGREEMENT

Relating to Affordable Housing on the Land
at (xxxxx Site Location and Address

Hertfordshire)

Margaret Martinus
Solicitor
Legal Services Manager
Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Hertfordshire AL8 6AE
Tel: 01707 357000

“the Local Priorities” defines the individual circumstances required to qualify for nomination as detailed in Appendix 2

“Nominee” means a person referred by the Help to Buy Agent

“Nomination Rights” means the right to nominate the leaseholder of a Shared Ownership Lease for a Property or an assignee there from

“the Properties” means the xxxxxxxx (insert unit type and mix) to be erected on the Land and “Property” means any one of such Properties

“the RP” means a registered provider of social housing as defined within the provisions of the Housing and Regeneration Act 2008 and includes its successors in title to the freehold title of the Land

“Shared Ownership” means a property available for letting under a Shared Ownership Lease

“Shared Ownership Lease” means the Homes England model lease for shared ownership housing or such other shared ownership lease as shall have been approved by the Council (not to be unreasonably withheld or delayed)

“Void” means a Property which is available to the RP for the purposes of nominating a new leaseholder under a Shared Ownership Lease

“Welwyn Hatfield Housing Allocation Policy” means advertising properties (with details of eligibility) giving applicants the ability to choose where they want to live. Shortlisting is based on the applicant’s age, household size and make up, the applicant’s priority banding on the Housing Needs Register and the date the applicant was awarded a priority banding.

Words importing one (1) gender shall be construed as importing another gender

Words importing the singular shall be construed as importing the plural and vice versa

- 2 The RP agrees to grant to the Council the Nomination Rights contained in this Agreement

- 2.1 On completion of the Development the Council will be entitled to Nomination Rights in respect of 100% of the initial vacancies and 75% of void properties thereafter
3. Whenever any Property becomes Void the RP will grant or procure the assignment of a Shared Ownership Lease of the Property to a person within the Criteria and subject to the terms of this Agreement, provided that the RP shall not be under an such an obligation in respect of a Property where the Shared Ownership Lease shall have been Fully Staircased.
4. Every Nomination made in accordance with this Agreement shall comply with Council's approved criteria for selection at the time of a nomination
5. The RP will notify the Help to Buy Agent when a Void arises to advertise the Property.
 - 5.1 The notice should include the following details:
 - 5.2 The estimated rent and service charges including any increases that are imminent
 - 5.3 The minimum share and estimated minimum cost of the Equity Share that is available for purchase
 - 5.4 Any special requirements such as minimum or maximum income levels
 - 5.5 The Help to Buy Agent contact details for notification are by email www.helptobuyeastandsoutheast.uk.com The Help to Buy Agent (or its successor service) will refer candidates in line with the service standards defined in the service level agreement entered into by the Help to Buy Agent with the Registered Provider (if any).
- 6.1 The RP shall:
 - market the Properties in accordance with the Local Priorities
 - comply with the procedures for identifying the purchasers or the Properties as set out in Appendix 2 which procedures may be

changed from time to time by agreement in writing between the parties hereto.

- Seek nominations from the Help to Buy Agent in addition to seeking purchasers through its own marketing.
7. The RP shall not be obliged to offer an Equity Share in a Property to a Nominee unless and until the RP has assessed such Nominee as being a suitable person financially able to meet the obligations of a leaseholder under a Shared Ownership Lease according to the usual criteria and status considerations adopted by the RP for assessment of a prospective shared ownership leaseholder under the Association's control ("the Qualifying Criteria" – a copy of which has been given to the Council) and the assessment of the RP (acting reasonably) shall be final and binding
 8. The RP will notify the Council as soon as possible after the Shared Ownership Lease has been completed
 9. The procedures set out in Clauses 6 to 9 inclusive shall be carried out in respect of each Property
 10. The RP will, on request, notify the Council in writing of the letting activities for the Properties annually each April using the Lettings Return form (Appendix 3)
 11. The terms of this Agreement are personal to the parties hereto and are not binding on:
 - 11.1 a mortgagee of the Property (including a security trustee or other charge);
 - 11.2 a receiver appointed by such mortgagee in exercising a power of sale;
 - 11.3 anyone deriving title through such a mortgagee or receiver;
 - 11.4 a tenant of the RP who has acquired a dwelling under a statutory right to acquire and his successors in title;
 - 11.5 a tenant of the RP who has Fully Staircased its Shared Ownership Lease of the Property and his successors in title;
 12. The Council and the RP are committed to equal opportunities in access to housing regardless of race colour nationality ethnic origin or because of religion sex disability marital or employment status
 13. The ethnic origin of nominated households will be monitored by the RP

13.1 Where monitoring reveals that there could be discrimination the RP and Council will work together to take positive action to remedy this

14. This Agreement may be varied at any time by written agreement of both parties

15.1 As soon as either party becomes aware of any matter adversely affecting or threatening to affect the RP's performance of its obligations under this Agreement or they shall give notice to the other party. The parties shall meet within (5) working days from the date of such notification to discuss the problem unless the parties agree an alternative course of action.

15.2 The parties will endeavour to resolve any difference or dispute by direct negotiation in good faith between senior representatives of each party in the sequence below or their successors:

	Stage 1	Stage 2
Council	Head of Community and Housing Strategy	Housing Allocations Manager
RP	Contracts Manager	Managing Director

15.3 Any dispute which cannot be resolved in accordance with clause 15.2 may be referred by either party to an expert agreed between the parties or failing agreement appointed by the president for the time being of the Chartered Institute of Arbitrators. The expert shall act as an expert and not as an arbitrator. The costs of the expert shall be met in accordance with the expert's determination.

15.4 Both parties shall on request promptly supply to the expert all such assistance documents and information as the expert may require for the purpose of determination of the dispute

15.5 No party may commence any court proceedings in relation to any dispute in relation to this Agreement until they have followed the steps in clause 15.2 to 15.3 above save that nothing in this Clause 15 shall prevent either party from applying to the court at any time for injunctive or interim relief

16 Unless otherwise stated this Agreement does not, and the parties do not intend to confer any right or benefit which is enforceable by virtue of the Contracts (

Right of Third Parties) Act 1999 upon any person who is not a party to this Agreement

WITH THE JOINT INTENTION that this Agreement be entered into as a Deed the Council and the RP have signed this Agreement on the date it was entered into

Appendix 1 Site Location Map

Appendix 2

Local Priorities

1. First time buyers with a Local Connection in the Borough and who would be eligible to be placed on the Council's Housing Needs Register
2. Existing shared owners with a Local Connection to the Borough who need to move and cannot afford to buy a suitable property on the open market and who have a recognised need to move as in accordance with the Welwyn Hatfield Housing Allocation Policy; or
3. Existing owners with a Local Connection to the Borough who need to move, but cannot afford to buy a suitable property on the open market, for example due to change in household or income details or relationship breakdown and who have a recognised need to move as in accordance with the Welwyn Hatfield Housing Allocation Policy.

Local Connection

A person who meets one of the following criteria:

- (a) permanently resident of the Borough for five years or more;
- (b) close relative (to include parent, sibling and/or adult child) who has lived in the Borough for more than ten years;
- (c) permanent employment in the Borough for at least 5 years and a minimum of 16 hours a week;
- (d) an exceptional reason (to be agreed for each case); or
- (e) Persons who are serving in the regular forces or have done so in the five years preceding their application do not have to fulfil our usual local connection criteria;

and in general, priority will be given to people in housing need whose family size broadly fits the size of home they wish to buy.

Local Priority

1. First time buyers with a Local Connection in the Borough and who would be eligible to be placed on the Council's Housing Needs Register

2. Existing shared owners with a Local Connection to the Borough who need to move and cannot afford to buy a suitable property on the open market and who have a recognised need to move as in accordance with the Welwyn Hatfield Housing Allocation Policy, or

Existing owners with a Local Connection to the Borough who need to move, but cannot afford to buy a suitable property on the open market, for example due to change in household or income levels or relationship breakdown and who have a recognised need to move as in accordance with the Welwyn Hatfield Housing Allocation Policy

Local Connection

A person who meets one of the following criteria:

- (a) permanently resident of the Borough for five years or more;
- (b) close relative (to include partner, sibling and/or adult child) who has lived in the Borough for more than ten years;
- (c) permanent employment in the Borough for at least 3 years and a minimum of 18 hours a week;
- (d) an exceptional reason (to be agreed for each case);
- (e) Persons who are serving in the regular forces or have done so in the five years preceding their application do not have to fulfil our usual local connection criteria.

and a general priority will be given to people in housing need whose family size matches the size of home they wish to buy.

SHARED OWNERSHIP LETTINGS RETURN

APPENDIX 3

NAME OF HOUSING ASSOCIATION: _____

NAME OF CONTACT OFFICER: _____ **TELEPHONE:** _____

RETURN FOR 12 MONTH PERIOD ENDING: _____

Date	Address including Postcode	Property Type (Inc. no of bedrooms)	Shared Ownership % Purchased	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

EXECUTED AS A DEED by affixing
THE COMMON SEAL of
(Registered Provider name)
In the presence of:-

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of WELWYN
HATFIELD BOROUGH COUNCIL
was hereunto affixed in the
presence of:

Authorised Officer

DATED _____ 202

(xxxxxx RP NAME)

TO

WELWYN HATFIELD BOROUGH
COUNCIL

GENERAL NEEDS SOCIAL RENT
NOMINATION AGREEMENT

relating to Affordable Housing on the
Land at (xxxxxx Site Location and
address), Hertfordshire

Margaret Martinus
Solicitor
Legal Services Manager
Welwyn Hatfield Borough Council
Council Offices
The Campus
Welwyn Garden City
Hertfordshire AL8 6AE
Tel: 01707 357000

“the RP” means xxxxxxxxxx (insert RP name) or another registered provider of social housing as defined within the provisions of the Housing and Regeneration Act 2008

"A Void" means a vacancy created as a result of the death of a tenant or where the tenant secures alternative accommodation for themselves and vacates the Property.

2. The Social Rented Housing shall only be occupied on a tenancy agreement as determined by the RP's tenancy policy at a rent set at a level complying with the guidance issued from time to time by the Homes England under Section 80 of the Housing and Regeneration Act 2008 or at a lower level agreed between the RP and the Council (both acting reasonably) PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-
 - 2.1 Following practical completion of the works comprising the Development and during the Perpetuity Period the RP will let the Properties in accordance with the RPs letting policy and rules provided that such rents will be adjusted in accordance as necessary with the Homes England's Rent Restructuring Regime from practical completion of the Properties
3. When any Property becomes available for occupation the RP will let the Property to a person within the letting policy rules of the RP and subject to the Nomination Rights contained in clauses 4 to 10
4. On completion of the Development the Council will be entitled to Nomination Rights in respect of 100% of the initial vacancies and 75% of Void Properties thereafter. (In addition, if an RP tenancy becomes empty as a result of the tenant accepting a property from the Council's Housing Needs Register, then the Council will have the absolute right to exercise Nomination Rights in respect to the subsequent letting of that Property even though nomination will exceed the level of Nomination rights specified in this Clause 4.)
5. Every nomination made in accordance with these terms and conditions shall comply with Welwyn Hatfield Council approved allocations scheme at the time of nomination
6. The RP will notify Welwyn Hatfield Council by email using the standard Nomination Request Form (Appendix 2) 14 days before advertising when a Property in respect of which the Council is entitled to exercise Nomination

Rights becomes available to let and the following details should always be provided:-

- 6.1 the full postal address of the Property
- 6.2 the estimated rent and service charge
- 6.3 the anticipated tenancy commencement date
- 6.4 the type of Property (e.g. house flat bungalow)
- 6.5 the floor level
- 6.6 any special requirements (e.g. is the Property adapted for a wheelchair user)
- 6.7 if the nomination needs or should preferably be made in respect of a specific type of nominee
7. Welwyn Hatfield Council will notify the RP within seven working days of receipt of the email notification from the RP referred to in condition 6 of its Nominee and notification from the Council will be made in writing using the agreed standard Nomination Details Form (Appendix 3)
8. If the Nominee fails to accept the offer of accommodation within four working days of receipt of the offer or the RP refuses to accept the nomination on reasonable grounds the RP must notify Welwyn Hatfield Council as soon as possible and Welwyn Hatfield Council can then exercise further Nomination Rights in respect of the Property within the time period as set out in clause 7 until a letting to a Nominee is achieved
9. The RP shall notify Welwyn Hatfield Council by email of the outcome of the nomination within five working days and if the Nominee accepts the RP must within five working days notify Welwyn Hatfield Council by email of the date of letting the name of tenant and the address of the Property let using the standard Outcome of Nomination Form (Appendix 4)
10. The RP may allocate a tenancy of a Property in accordance with their own letting policy in any one of the following circumstances:-
 - 10.1 Welwyn Hatfield Council fails without reasonable cause to exercise a Nomination Right within seven working days of receiving the notification referred to in clause 6

- 10.2 Welwyn Hatfield Council has given written notice following the seven working days period referred to in clause 7 that it does not wish to exercise its Nomination Right on that particular occasion
- 10.3 That the third party nominee put forward by Welwyn Hatfield Council pursuant to its Nomination Rights has either failed to accept the offer or is rejected by the RP pursuant to Clause 8.
11. The RP shall supply to Welwyn Hatfield Council full details of its letting policy rules and its letting activity at intervals not exceeding [six months using the agreed Lettings Return Form (Appendix 5)
12. The terms of this Agreement are personal to the parties hereto and are not binding on:
 - 12.1 a mortgagee of the Property (including a security trustee or other charge);
 - 12.2 a receiver appointed by such mortgagee in exercising a power of sale;
 - 12.3 anyone deriving title through such a mortgagee or receiver;
 - 12.4 a tenant of the RP who has acquired a dwelling under a statutory right to acquire and his successors in title;
- 13.0 Unless otherwise stated this Agreement does not, and the parties do not intend to confer any right or benefit which is enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 upon any person who is not a party to this Agreement

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

Appendix 1 Site Location Map

APPENDIX 2

NOMINATION REQUEST FORM

PARTNER LA:	
LANDLORD:	
PROPERTY CODE:	
CONTACT PERSON DETAILS	
NAME:	
TEL NO:	
EMAIL TO:	housingoptions@welhat.gov.uk
EMAIL FROM:	
FAX:	
DATE OF REQUEST:	
REASON FOR VOID:	
ENERGY PERFORMANCE LEVEL/PROVISIONAL EPL:	

REQUEST

ADDRESS:			
POSTCODE:			
NO. BEDROOM:			
SEPARATE DINING	YES <input type="checkbox"/> NO <input type="checkbox"/>		
BED SPACE (occupancy)	MINIMUM		MAXIMUM
SHELTERED ACCOMMODATION	YES <input type="checkbox"/> NO <input type="checkbox"/>		
IF YES	RESIDENT WARDEN <input type="checkbox"/>		
	WARDEN ON CALL <input type="checkbox"/>		

MINIMUM AGE (where applicable)	
PROPERTY TYPE	

HOW MANY STEPS ARE THERE UP TO YOUR PROPERTY?	
LIFT	YES <input type="checkbox"/> NO <input type="checkbox"/>
FLOOR LEVEL	
HEATING TYPE:	
ADAPTATIONS IN PROPERTY (PLEASE TICK ALL THAT APPLY)	<input type="checkbox"/> Doorways Widened <input type="checkbox"/> Powerpoints raised <input type="checkbox"/> Shower installed Shower Type: <input type="checkbox"/> Over bath <input type="checkbox"/> Level entry <input type="checkbox"/> Level access <input type="checkbox"/> Taps fitted <input type="checkbox"/> Raised toilet (on a plinth) Lift installed: <input type="checkbox"/> Through floor lift <input type="checkbox"/> Facility for stair lift <input type="checkbox"/> Ceiling track for hoist Ramps (front) installed <input type="checkbox"/> Ramps (rear) installed <input type="checkbox"/> Extension built <input type="checkbox"/> Hardstanding (for vehicle) <input type="checkbox"/> Storage for mobility scooter <input type="checkbox"/> Level Threshold <input type="checkbox"/> Visual Doorbell <input type="checkbox"/> Lighting modified <input type="checkbox"/> Downstairs WC installed <input type="checkbox"/> Lower Kitchen Unit
GARDEN (exclusive/shared/none)	
GARAGE?	YES <input type="checkbox"/> NO <input type="checkbox"/>
COUNCIL TAX BAND?	
SUITABLE FOR PETS?	YES <input type="checkbox"/> NO <input type="checkbox"/>

TYPE OF TENANCY (i.e. Shared Ownership, Key workers, Assured Tenancy etc.)	
DOES A LOCAL LETTINGS POLICY APPLY? If yes – Please give details	YES <input type="checkbox"/> NO <input type="checkbox"/>
RENT (weekly/monthly)	
SERVICE CHARGE:	
SUPPORT CHARGE:	
EXPECTED TENANCY START DATE:	
FEATURES:	

PLEASE ATTACH PHOTO WHERE POSSIBLE

APPENDIX 3

NOMINATION DETAILS FORM

Date	
Name and Address of Housing Assoc.	
Contact	Welwyn Hatfield Council
Phone number:	01707 357613
e-mail address:	housingoptions@welhat.gov.uk
Fax number:	01707 357630

ADDRESS OF PROPERTY NOMINATED FOR:

Property type and size:	

NOMINEE DETAILS:

Applicant name		D.O.B	
Address			
Postcode			
Phone (home)			
Phone (work)			
Phone (mobile)			
e-mail address			
Joint applicant		D.O.B	
Address:(if different from above)			
Postcode			

Application Number	
---------------------------	--

Band & Date	
------------------------	--

DETAILS OF OTHER HOUSEHOLD MEMBERS:

Surname	First name	D.O.B.	Relationship

CORE INFORMATION:

Question 12 (current accommodation)	
Question 14 (homeless status)	

APPLICATION TYPE:

Homeless	
Waiting list	
RSL tenant transfer	
WHC tenant transfer	
Other	

BRIEF SUMMARY OF CURRENT CIRCUMSTANCES, AND ADDITIONAL INFORMATION/COMMENTS:

<p>To discuss this case:</p> <p>Contact:</p> <p>Telephone number:</p>

IF STAFF SHOULD BE ACCOMPANIED AT VIEWING PLEASE GIVE DETAILS:

--

WILL NOMINEE REQUIRE ACCESS TO TRANSLATION SERVICES OR ASSISTANCE WITH READING PAPERWORK? IF SO, PLEASE GIVE DETAILS:

Has any member of the above household been the subject of any anti-social behaviour action by their current landlord – including the issue of a Notice of Seeking Possession, Acceptable Behaviour Contract or an Anti-Social Behaviour Order?

YES NO

If "YES", then please provide details, including a copy of any Notice/Order/Contract and also a report on any behaviour issues which have occurred since the Notice/Order/Contract was issued.

Does any member of the above household:

Have difficulty climbing stairs? YES NO

Use a wheelchair? YES NO

Have a medical condition? YES NO

Have a support worker? YES NO

Have any special needs? YES NO

Require specialist housing? YES NO

Need support in addition to the usual YES NO

Housing/Estate Officer support?

Need (or is likely to need within 6 months)

Adaptations to a standard property? YES NO

If "YES" please provide full details, including contact details for any support worker.

Are there any rent arrears outstanding with their current landlord?

Yes No Not aware

If "YES" please provide full details of the arrear, any agreement the tenant has made to clear the outstanding amount and a record showing whether the agreements has been adhered to.

APPENDIX 4

OUTCOME OF NOMINATION FORM

Application number		Void Code:
Receiving Association		
Original nomination date		

NOMINEE DETAILS:

Nominee's name	
Address	

Property nominated for:	
--------------------------------	--

Tenancy accepted

Commencement of tenancy date	
-------------------------------------	--

Tenancy refused

Reason nominee has refused

Rent too high	
Does not want an assured tenancy	
Wants Right to Buy	
Wants different area	
Wants lower floor	
Wants different property type	
No longer interested in moving	
Wants larger property	
Does not want sheltered accommodation	
Wants sheltered accommodation	
Too far from amenities	
Too many stairs	
Unsuitable due to disability	
Risk of racial/sexual harassment	
Other (please specify)	

OR - reason housing association has refused

Nominee's income is over Association's income limit	
Pets are not allowed at the property	
Nominee has history of ASB and not making efforts to overcome problem	
Nominee currently has RSL arrears with no agreement to clear	
Other – please specify:	

Housing Association Contact Officer	
Date	

Appendix 5

LETTINGS RETURN

NAME OF HOUSING ASSOCIATION: _____

NAME OF CONTACT OFFICER: _____ **TELEPHONE:** _____

RETURN FOR 6 MONTH PERIOD ENDING: _____

Date	Address including Postcode	Property Type (Inc. no of bedrooms)	General needs/ Sheltered/Specially Adapted	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

Date	Address including Postcode	Property Type (Inc. no of bedrooms)	General needs/ Sheltered/Specially Adapted	Reason for Vacancy	Date Let	Name of New Tenant	Previous Address	Source of Nomination	Ethnic Origin

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
RP NAMEXXXXXXXXXXXXXXXXXXXXX)
XXXXXXXXXXXXXXXXXXXXX)
hereunto in the presence of:)

Authorised Signatory

Authorised Signatory

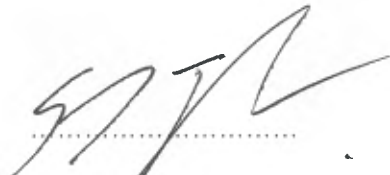
THE COMMON SEAL of WELWYN)
HATFIELD BOROUGH COUNCIL)
was hereunto affixed in)
the presence of)

Authorised Officer

EXECUTED as a **DEED** by

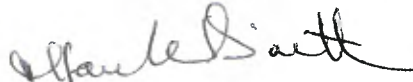
CANTON LIMITED

acting by one Director


.....
Director

Signed as a deed by **MAUREEN ELSIE LESLEY FRANKLIN-SMITH** in the presence of:

Signature:



Signature of witness:



Name of witness (in BLOCK CAPITALS): **GORDON ALLEN**

Address of witness (in BLOCK CAPITALS):

**15^A ST. ALBANS ROAD
SAND RIDGE
HERTS
AL4 9AA**

Signed as a deed by **EILEEN KAY LAWRENCE** in the presence of:

Signature:



Signature of witness:



Name of witness (in BLOCK CAPITALS): **TANIA MONK**

Address of witness (in BLOCK CAPITALS):

**1. ROSE WALK
ST. ALBANS
HERTS
AL4 9AA**

Signed as a deed by **RAYMOND KENNETH FRANKLIN** in the presence of:

Signature: *R. Franklin*

Signature of witness: *GA*

Name of witness (in BLOCK CAPITALS): **GORDON ALLEN**

Address of witness (in BLOCK CAPITALS):

**15A ST. ALBANS ROAD
SANDRIDGE
HERTS
AL4 9NA**

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

2330/2021

in the presence of

DJS
**Daniel Stevens
Principal Solicitor**



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

in the presence of

S. Saunders

Authorised Officer



EXECUTED (but not delivered until the date hereof) AS A DEED by affixing THE COMMON SEAL of **ST ALBANS DISTRICT COUNCIL**

in the presence of

Sally A...
Authorised Officer

C.S.P.
Authorised Officer



19052