

Dated

2026

EAST HERTFORDSHIRE DISTRICT COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

and

DEELEY FARMS LIMITED

and

WARREN GEORGE SCOTT AND ROBERT EDWARD SCOTT

and

**LOUISE MARGARET LEWIS AND VALERIE OLIVE DEELEY AND CHARLOTTE VICTORIA ROSE
WALKER**

and

HYDE PARK FINANCE LIMITED

and

HALLAM LAND MANAGEMENT LIMITED

Planning obligation by deed of agreement
under section 106 of the Town and Country Planning Act 1990
relating to land North of the A507 and West of the A10 Buntingford

Planning Application Ref: 3/24/0966/OUT

Appeal Reference: 6008238



Development Management, Wallfields, Pegs Lane, Hertford, SG13 8EQ

This Deed is dated the day of 2026

Parties

- (1) **EAST HERTFORDSHIRE DISTRICT COUNCIL** of Wallfields, Pegs Lane, Hertford, SG13 8EQ ("**District Council**");
- (2) **HERTFORDSHIRE COUNTY COUNCIL** of Robertson House, Stevenage, Hertfordshire, SG1 2FQ ("**County Council**");
- (3) **DEELEY FARMS LIMITED** (company registration number 3282285) of Registered Office at Green Banks, Hoo Lane, Chipping Campden, Gloucestershire, GL55 6AZ ("**First Owner**");
- (4) **WARREN GEORGE SCOTT** of The Lodge, Stonebury Farm, Hare Street, Buntingford, SG9 0EH and **ROBERT EDWARD SCOTT** of 4 London Road, Buntingford, SG9 9JN ("**Second Owner(s)**");
- (5) **LOUISE MARGARET LEWIS** of 5700 Oxford Business Park, South Oxford OX4 2RW and **VALERIE OLIVE DEELEY** of Intake Farm, Douse Lane, Onecote, Leek ST13 7SJ and **CHARLOTTE VICTORIA ROSE WALKER** of Old School House, Wilmslow Road, Mottram St. Andrew, Macclesfield SK10 4QT as executors of the Estate of Eric Thomas Deeley, deceased ("**Third Owner(s)**");
- (6) **HYDE PARK FINANCE LIMITED** (company registration number 09431359) of Registered Office at Coach House, Broughton Hall, Broughton, Eccleshall, Stafford, ST21 6NS ("**the Mortgagee**"); and
- (7) **HALLAM LAND MANAGEMENT LIMITED** (company registration number 02456711) of Registered Office Isaacs Building, 4 Charles Street, Sheffield, United Kingdom, S1 2HS ("**the Developer**").

together referred to as 'the Parties'.

INTRODUCTION

- A The First Owner is the freehold owner of part of the Site registered at the Land Registry under title number HD515989 and the Second Owners are the freehold owners of part of the Site registered at the Land Registry under title number HD267382.

- B** The Third Owners are the executors of the estate of Eric Thomas Deeley which forms part of the Site registered at HM Land Registry under Title Number HD516052.
- C** As at the date of this Deed the Second Owner's land interest is subject to an interest in the Site by way of a mortgage made between the Second Owner and the Mortgagee dated 25 October 2023.
- D** The Developer has an interest in the Site by way of a Planning Promotion Agreement dated 16 October 2018 and subsequently varied on 2 June 2020.
- E** The District Council is the local planning authority for the purposes of the Act for the area in which the Site and the Skylark Mitigation Land is situated.
- F** The First Owner is the freehold owner of the Skylark Mitigation Land registered at the Land Registry under title number HD515989.
- G** The County Council is also a local planning authority for the purposes of the Act and the education, fire and rescue, libraries, waste and highway authority for Hertfordshire.
- H** The Developer submitted the Application to the District Council, who refused planning permission for the Application on 24 October 2025. The Developer has now submitted the Appeal.
- I** The Parties have agreed to enter into this Deed to secure the planning obligations hereinafter appearing.
- J** The Parties to this Deed are satisfied that the planning obligations (subject to any amendments made pursuant to Clause 4.1) secured by this Deed are necessary to make the Development acceptable in planning terms are directly related to the Development and are fairly and reasonably related in scale and kind to the Development and thus satisfy the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010, subject to the Secretary of State's determination of the Appeal.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. Definitions

- 1.1 The following words and phrases shall unless the context otherwise requires bear the following meanings. Individual Schedules to this Deed contain specific definitions where those definitions are only relevant to that individual Schedule. To the extent that there is a definition that applies to the Clauses in this Deed and/or more than one Schedule the definition is generally contained in this Clause 1.1 but otherwise, any definition contained in a Schedule shall also apply in the Clauses to this Deed:

“Act”	means the Town and Country Planning Act 1990 (as amended);
“Appeal”	means the appeal under Section 78 of the 1990 Act submitted by the Developer to the Secretary of State against the Council’s refusal of planning permission for the Application and allocated reference number 6008238;
“Application”	means the application for planning permission for the Development allocated the District Council reference 3/24/0966/OUT;
“Base Date”	means the date set out in the third column of the table contained at paragraph 15.1 of this Deed;
“BCIS”	means the Building Cost Information Service All-in Tender Price Index published from time to time;
“BCIS Regional Factor”	means the Building Cost Information Service Tender Price Study by Location (Using 2000 boundaries data) for East of England;
“Buntingford Community Transport Scheme	means the sum of £500 (five hundred pounds) per Dwelling payable as a contribution and Index Linked RPI All Items towards the costs of provision or improvement of a Community Transport Scheme operated by the Buntingford Community Area

(BCAT) Contribution"	Transport Trust and/or other community transport services within the Buntingford area for use by residents of the Development;
"Childcare (0-2 Years) Contribution"	means the sum payable to the County Council to be calculated in accordance with Table 2 at Appendix 2 hereto based on the size, type, tenure and/or total number of Dwellings confirmed in the County Reserved Matters Mix Contribution Notice Index Linked to BCIS 1Q2024 to be used towards increasing the capacity of 0-2 year old childcare facilities in the East Herts Rural North East Family Centre Reporting Locality and/or provision serving the Development;
"Childcare (5-11 Years) Contribution"	means the sum payable to the County Council to be calculated in accordance with Table 2 at Appendix 2 hereto based on the size, type, tenure and/or total number of Dwellings confirmed in the County Reserved Matters Mix Contribution Notice Index Linked to BCIS 1Q2024 to be used towards increasing the capacity of 5-11 year old childcare facilities at Millfield First & Nursery School and Edwinstree Middle School and/or provision serving the Development;
"Commencement"	means commencement of the Development pursuant to the Planning Permission through the carrying out of any material operation as defined by section 56(4) of the Act other than (for the purposes of this Deed and no other purpose) operations consisting of site clearance, demolition work, 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 all references to “Commence” , “Commence Development” and “Commencement Date” shall be construed accordingly;
“Commercial Floorspace Area”	means the total area of commercial floorspace provided pursuant to the Development;
“County Council Monitoring Contribution”	means the sum of £420.00 (four hundred and twenty pounds) per County Council contribution payment trigger Index Linked RPI January 2024 for monitoring and administering the obligations given to the County Council in this Deed;
“County Contributions”	means together the following financial contributions: - Childcare (0-2 Years) Contribution - Childcare (5-11 Years) Contribution - County Council Monitoring Contribution - Fire and Rescue Service Contribution - Fire and Rescue Commercial Contribution - First School Education Contribution - Library Service Contribution - Middle School Education Contribution - PROW Contribution - Residential Travel Plan Evaluation and Support Contribution - Residential Travel Voucher Contribution - Special Educational Needs and Disabilities (SEND) Contribution - Transport (Bus) Contribution - School Travel Plan Evaluation and Support Contribution - Sustainable Transport Works Contribution - Upper School Education Contribution

	Waste Transfer Station Contribution Youth Service Contribution;
“County Reserved Matters Mix Notice”	means a notice served by the Owner on the County Council which provides details of the size type tenure and total number of Dwellings and/or Elderly Accommodation Units being applied for in the relevant Reserved Matters Application;
“County Reserved Matters Mix Contribution Notice”	means a notice served by the County Council upon the Owner with the amount of each County Contribution calculated in accordance with Table 2 (contained in Appendix 2 hereto) and reference to the size type tenure and/or total number of Dwellings and/or Elderly Accommodation Units as permitted by the Planning Permission and also the relevant Reserved Matters Approval and further detailed in the County Reserved Matters Mix Notice served by the Owner;
“Cycle Parking Contribution”	Means £10,000 (ten thousand pounds) payable to the District Council towards improving or enhancing cycle parking at Bowling Green Lane Car Park;
“Decision Letter”	means the Inspector or Secretary of State’s decision letter determining the Appeal;
“Development”	Means the outline planning permission for the development of up to 600 dwellings (C3), up to 60 units of elderly accommodation (C3), Mixed Use Local Centre (including flexible use E, F and Sui Generis), First School, informal and formal open space, associated works and infrastructure including a new access from the A507 and bridges over the A10, with all matters reserved except access;

“District Council Monitoring Fee”	means the sum of £300 (three hundred pounds) per Council obligation plus £300 for the Council’s costs of monitoring performance of the Owner’s obligations contained in this Deed Index Linked from date set out in the table at Clause 15;
“Dwellings”	means the dwellings to be provided by the Development (including the Open Market Dwellings and/or Affordable Dwellings as the context permits) pursuant to the Planning Permission and any Reserved Matters Approval(s) and reference to a “Dwelling” shall be to any one of them;
“Elderly Accommodation Units”	means the Elderly Accommodation Units as defined at Schedule 12 of this Deed;
“Fire and Rescue Service Contribution”	means the sum £24.87 (twenty four pounds and eighty seven pence) per Dwelling and/or Elderly Accommodation Unit payable to the County Council to be Index Linked to BCIS 1Q2024 to be used towards increasing capacity through provision of new appliances and/or equipment necessary to support additional fire and rescue service delivery at Buntingford Fire Station and/or provision serving the Development;
“Fire and Rescue Commercial Contribution”	means the sum to be paid to the County Council calculated at a cost of £1.25 per square metre of the Commercial Floorspace Area Index Linked to BCIS 1Q2024 and used towards increasing the capacity through provision of new appliances and/or equipment necessary to support additional fire and rescue service delivery at Buntingford Fire Station and/or provision serving the development;

“First School Education Contribution”	means the sum payable to the County Council of £4,967,622 (four million nine hundred and sixty-seven thousand six hundred and twenty two pounds) indexed linked to BCIS 1Q2024 and regional factor to go towards the delivery of a new first school in the area and/or provision serving the development as shall have been determined pursuant to the First School Education Contribution Review;
“Fitness Gyms Contribution”	means a sum of £254.38 (two hundred and fifty four pounds and thirty eight pence) per Dwelling Index Linked to RPI All Items May 2024 towards the costs of provision of facilities, improvements, and maintenance to the fitness gym at Grange Paddocks Leisure Centre and/or the provision of indoor sports and fitness at Seth Ward Community Centre and/or alternative provision for use by the residents of the Development as agreed between the Owners and Council in writing;
“Healthcare Contribution”	means a sum of £1,672.00 (one thousand six hundred and seventy two pounds) per Dwelling and/or Elderly Accommodation Units Index Linked RPI All Items from Date of the grant of Planning Permission towards the costs of increasing capacity of medical services in Buntingford;
“Indexation”	means the increase to the quantum in accordance with Clause 15 by reference to the relevant index of a financial payment to the District Council or County Council expressed herein to be Index Linked and ‘Index Linked’ shall be construed accordingly;
“Inspector”	means the inspector appointed by the Secretary of State to determine the Appeal;

“Library Service Contribution”	means the sum payable to the County Council to be calculated in accordance with Table 2 contained in Appendix 2 annexed hereto based on the size, type, tenure and/or total number of Dwellings and/or Elderly Accommodation Unit confirmed in the County Reserved Matters Mix Contribution Notice Index Linked to BCIS 1Q2024 to go towards increasing the capacity of Buntingford Library and/or provision serving the Development;
“Local Centre Land”	means the land identified ‘LS’ within the Land Use Components Parameter Plan comprising a mixed use local centre including flexible use within classes E, F and Sui Generis up to 2000sqm;
“Local Centre Land Owner”	means the future owner / developer / operator of the Local Centre Land;
“Middle School Education Contribution”	means the sum payable to the County Council to be calculated in accordance with Table 2 contained in Appendix 2 hereto based on the size, type, tenure and/or total number of dwellings confirmed in the County Reserved Matters Mix Contribution Notice Index Linked to BCIS Regional Factor 1Q2024 to go towards the expansion of Edwinstree Middle School and/or provision serving the Development;
“Management Company”	means a body established or appointed by the Owner to carry out the long-term management and maintenance of: - the Open Space; and - the Allotment Land

	- the Formal Sports Provision Area where transferred pursuant to 8.1 of Schedule 5 - any other areas/features within the Site or serving the Development which are not adopted highway nor within the curtilages of the Dwellings which the Owner intends will be managed by the same body and whose objectives shall include: (a) management and maintenance of the Open Space (and any other areas so described above); (b) setting the level of charges for funding the running of the Management Company and collecting such charges; (c) ensuring that the level of any charges levied against any Affordable Dwellings shall not materially affect the ability of those Dwellings to remain as Affordable Housing in accordance with this Deed (provided that this will not prevent charges being levied at all, nor a full charge being levied if those Dwellings cease to be Affordable Dwellings); and (d) ensuring accountability to Occupiers of the Dwellings and whose constitution will facilitate the Owner retaining control of the Management Company until such time as it relinquishes that control to the shareholders/ members;
“Management Company Structure Scheme”	means a scheme that addresses the following in relation to the Management Company: (a) details of the proposed constitution of the Management Company which may include a resident’s association established for this purpose or a private limited company; and

	(b) details of and arrangements for maintenance of such insurances as shall be appropriate in respect of the use of the Open Space and any other areas/ infrastructure to be managed by the Management Company including in circumstances where the Management Company is in breach of its obligations under this Deed;
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including use by personnel engaged in construction, fitting out or decoration; or use for marketing or display; or use in relation to security operations and "Occupied" , "Occupier" and "Occupy" and "Occupations" shall be construed accordingly;
"Outdoor Sports Contribution"	means a sum of £406.00 (four hundred and six pounds) Index Linked from May 2024 per Dwelling towards the provision of outdoor sports including, pickleball tennis and bowls facilities, in the vicinity of the Development for use by the residents of the development;
"Owner"	means the First Owner the Second Owner and the Third Owner and their successors and assigns;
"Parameters Plan"	means the plan approved pursuant to the Planning Permission;
"Phase"	means a phase of the Development as identified on the Phasing Plan;
"Phasing Plan"	the phasing plan to be approved by the District Council pursuant to the Planning Permission;
"Planning Condition"	means a condition attached to the Permission (or equivalent or replacement condition attached to a Section 73 Consent);

“Planning Permission”	means the planning permission subject to conditions that may be granted by the Inspector or the Secretary of State pursuant to the Appeal;
“Practical Completion”	means practical completion as evidenced by a certificate issued by an architect or other appropriate professional acting for the Owner and the expressions “Practically Complete” and “Practically Completed” and cognate expressions shall be construed accordingly;
“PROW Contribution”	means the sum of £1,500 (one thousand five hundred pounds) payable to the County Council towards the cost of an application to change the legal designation of Public Right of Way 36 to a cycleway;
“Recycling Contribution”	means a sum of £72 (seventy two pounds) per individual Dwelling and £76 (seventy six pounds) per Dwelling with communal facilities Index Linked RPI All Items from Oct 2024 towards the provision of refuse and recycling receptacles and/or provision serving the Development;
“Reserved Matters Approval”	means an approval pursuant to a Reserved Matters Application;
“Reserved Matters”	means reserved matters as defined in The Town and Country Planning (Development Management Procedure) (England) Order 2015 and shall include any amendment to it;
“Reserved Matters Application”	means a submission or submissions (as applicable) for approval of Reserved Matters pursuant to the Permission and Reserved Matters Approval shall be construed to mean such application as approved;
“RPI”	means the All Items Retail Price Index being the measure of change in the prices charged for goods

	and services brought for consumption in the UK produced by the Office for National Statistics;
"Secretary of State"	means the Secretary of State for Housing Communities and Local Government from time to time appointed and includes any successor in function;
"Section 73 Consent"	means a planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition to which the Planning Permission and/or to which such planning permission granted pursuant to section 73 of the Act was granted;
"Site"	means the land against which this Deed will be enforced known as land North of the A507 and West of the A10 Buntingford registered at the Land Registry under title numbers referred to in the Recitals and as shown edged red on the Site Plan;
"Site Plan"	means the plan annexed to this Deed at Schedule 1;
"Skylark Mitigation Land"	means the land against which the obligations set out at Schedule 10 of this Deed may be enforced being land shown edged blue on the Site Plan;
"Skylark Mitigation Land Owner"	means the owner of the Skylark Mitigation Land from time to time;
"Skylark Mitigation Strategy"	means the mitigation strategy appended to this Deed at Appendix 3;
"Special Educational Needs and Disabilities (SEND) Contribution"	means the sum payable to the County Council to be calculated in accordance with Table 2 contained in Appendix 2 annexed hereto based on the size, type, tenure and/or total number of dwellings confirmed in the County Reserved Matters Mix Contribution Notice Index Linked to BCIS Regional Factor 1Q2024 to go towards new Severe Learning Difficulty (SLD)

	special school places (EAST) and/or provision serving the Development;
“SPON’S Index”	means the index linked by reference to the price adjustment formula for construction contracts in the monthly bulletin of indices published by the Building Cost Information Service (BCIS) as collated into a single index known as the Price Adjustment Formulae Indices (Civil Engineering) Series 2;
“Sports Pavilion Building”	means the provision of a sports pavilion for use by the residents of the Development to be delivered in accordance with the approved specification submitted pursuant to Schedule 8 of this Deed;
“Statutory Undertakers”	means any statutory undertaker who holds or acquires an interest in the Site in its capacity as a statutory undertaker for the purposes related to their function as a provider of utility services;
“Sustainable Transport Works Contribution”	means the payment to the County Council for the Strand 2 contribution at £1,910.26 per Dwelling Index Linked to SPONS March 2024 towards the works on Bowling Green Lane and Norfolk Road (Buntingford) as identified in the East Hertfordshire Local Cycling and Walking Infrastructure Plan dated April 2026;
“Swimming Pool Contribution”	means a sum of £585 (five hundred and eighty five pounds) per Dwelling Index Linked from RPI all items from May 2024 towards the costs of provision of facilities, improvements, and maintenance to the swimming pool facilities for use by the residents of the Development and/or at the Ward Freman Pool and/or alternative provision serving the Development as agreed between the Owners and the Council in writing;

“Transport (Bus) Contribution”	means the sum of £300,000 (three hundred thousand pounds) Index Linked SPON’s March 2024 payable prior to first Occupation and thereafter on the anniversary of the payment for the next 4 years to enable bus services 331 and/or any replacement service to be delivered at 30 minute intervals together with a further complimentary service provided by bus service 18 and 386 (now 37) and/or any replacement service;
“Upper School Education Contribution”	means the sum payable to the County Council to be calculated in accordance with Table 2 contained in Appendix 2 hereto based on the size, type, tenure and/or total number of dwellings confirmed in the County Reserved Matters Mix Notice Contribution Index Linked BCIS Regional Factor 1Q2024 towards the expansion of Freman College and/or provision serving the Development;
“Waste Transfer Station Contribution”	means the sum payable to the County Council to be calculated in accordance with Table 2 contained in Appendix 2 hereto based on the size, type, tenure and/or total number of Dwellings and/or Elderly Accommodation Units confirmed in the County Reserved Matters Mix Contribution Notice Index Linked to BCIS 1Q2024 to used towards increasing capacity through the provision of the new Eastern Transfer Station and/or provision serving the development;
“Youth Service Contribution”	means the sum payable to the County Council to be calculated in accordance with Table 2 contained in Appendix 2 hereto based on the size, type, tenure and/or total number of dwellings confirmed in the County Reserved Matters Mix Contribution Notice Index Linked to BCIS 1Q2024 to be used towards an

	existing youth service project at Buntingford Cricket Club and/or a provision serving the Development;
“Working Day(s)”	means any day which is not a Saturday, a Sunday, a bank holiday or public holiday in England.

2. Construction of this Deed

- 2.1 Clause and Schedule headings shall not affect the interpretation of this Deed.
- 2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 A reference to a company shall include any company, corporation or other body corporate, whether and however incorporated or established.
- 2.4 Where the context requires, words having the singular meaning include the plural meaning and vice versa.
- 2.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.6 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that statute or deriving validity from it.
- 2.7 References to clauses, paragraphs, recitals and Schedules are references (unless the context requires otherwise) to the clauses, paragraphs, recitals and Schedules of this Deed any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears.
- 2.8 References to the Site include any part of it.
- 2.9 Where an obligation (including an obligation to pay money) falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 2.10 References to the District Council, the County Council, the Owner and the Developer shall include the successors in title and assigns of each party including any local authority successor.

- 2.11 Any obligation not to do any act or thing includes an obligation not to permit or cause or allow the doing of that act or thing and words denoting an obligation to do any act, matter or thing include an obligation to procure that it be done.
- 2.12 Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction is required to be given or reached or taken by any party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction or response shall not be unreasonably withheld or delayed (save where the contrary intention is indicated).

3 Legal Basis

- 3.1. This Deed is made pursuant to section 106 of the Act, section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other enabling powers.
- 3.2 The obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Site and their respective successors and assigns and shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part thereof.
- 3.3 It is agreed that the obligations in respect of the Skylark Mitigation Land at Schedule 10 shall only be enforceable against the Skylark Mitigation Land Owner as the owner of the Skylark Mitigation Land with the intention that any breach in relation to the Skylark Mitigation Land shall only be enforceable against the Skylark Mitigation Land Owner and not against any successors in title to the Owners to the Site or any part thereof.
- 3.4 The obligations contained in this Deed are enforceable by the District Council and the County Council (as applicable) in accordance with section 106 of the Act.

4. Conditionality

- 4.1 If the Secretary of State or the Inspector make a finding in the Decision Letter that any of the covenants or obligations in 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 accordingly attaches no weight to the obligation in the Decision Letter then such covenant(s) or obligation(s) as so identified by the Secretary of State or the Inspector in the Decision Letter shall be deemed to have been amended or revoked in accordance with their decision notwithstanding the remaining provisions of this Deed which for the avoidance of doubt shall remain in effect and enforceable.
- 4.2 For the avoidance of doubt, none of the planning obligations in this Deed (with the exception of Clause 9.1 in respect of the payment of the District Council and County Council legal costs in respect of the preparation of this Deed) will be binding if:
- 4.2.1 the Secretary of State or the Inspector dismisses the Appeal such that Planning Permission is not granted; or
 - 4.2.2 the Inspector finds that none of the planning obligations contained within this Deed are necessary to make the Development acceptable, that they should be secured instead by a condition imposed on the Planning Permission, or that the obligations are otherwise not required, and accordingly attaches no weight to the obligations in determining the Appeal.

5. Owner's Covenants

- 5.1 The Owner covenants with the District Council so as to bind the Site as set out in this Deed.
- 5.2 The Owner covenants with the County Council so as to bind the Site to observe and perform the covenants restrictions stipulations and obligations herein and the planning obligations set out in this Deed.
- 5.3 The Skylark Mitigation Land Owner covenants with the District Council so as to bind the Skylark Mitigation Land as set out in Schedule 10.
- 5.4 Prior to the Commencement of Development the Owner shall pay the District Council Monitoring Fee; and

- 5.6 Prior to the Commencement of Development in a Phase the Owner shall pay the County Council Monitoring Contribution.

6. District Council's and County Council's Covenants

- 6.1 The District Council and County Council covenant with the Owner as set out in this Deed.

7. Release

- 7.1 No person shall be liable for any breach of any of this Deed after parting with all of its interest in the Site or all its interest in any part of the Site in relation to which such breach occurs, except in respect of any breach subsisting prior to parting with such interest.

8. Local Land Charge

- 8.1 This Deed shall be registered by the District Council as a local land charge.

9. Developer's Actions on Completion

- 9.1 On or before the date of this Deed, the Developer shall pay:
- 9.1.1 to the District Council the District Council's legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed;
 - 9.1.2 to the County Council the County Council's legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed.

10. Interest On Late Payment

- 10.1 Any money payable to the County Council and District Council under this Deed shall be paid in full without deduction or set-off and without prejudice to any other right remedy or power herein contained or otherwise available to the District Council or County Council, if any payment due under this Deed is paid late, the Owner covenants with the District Council and the County Council (as relevant) to pay interest thereon at 4 per cent above the

base lending rate of the Bank of England from time to time from the date payment is due to the date of actual payment.

11. Ownership

- 11.1 The Owner warrants that no person other than the Owner, the Mortgagee and the Developer has any legal or equitable interest in the Site.
- 11.2 The Owner shall give the District Council and the County Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged, such notice to give details of the transferee's full name and registered office (if a company, or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan provided that (subject to specific requirements in Schedule 7) notice on the District Council or County Council is not required in respect of the transfer of any individual Dwelling or the transfer of any part of the Site to a Statutory Undertaker.

12 No Fetter of Discretion

- 12.1 Nothing contained or implied in this Deed shall fetter or restrict the District Council or the County Council's statutory rights, powers, discretions and responsibilities.

13 Waiver

- 13.1 No failure or delay by the District Council or the County Council to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14 Limitations and exclusions

- 14.1 Subject always to:
 - i. the provisions contained in Schedule 2 (Affordable Housing) relevant to the Occupation restrictions on the Affordable Dwellings and

ii. restrictions on Occupation contained the Schedules hereto

the obligations in this Deed shall not be binding upon any person whose interest in the Site is restricted to being a purchaser of a single Dwelling (including their successors in title or their mortgagee (or any administrative receiver appointed by such mortgagee)).

- 14.2 The obligations contained in this Deed shall not be binding on Statutory Undertakers.
- 14.3 The obligations contained in this Deed shall not be binding on the Local Centre Land Owner in respect of the Local Centre Land.
- 14.4 The obligations contained in this Deed shall not be binding on the owner of the Formal Sports Provision Area in respect of the Formal Sports Provision Area.
- 14.5 The obligations contained in this Deed shall not be binding on the owner of the Sports Pavilion Building in respect of the Sports Pavilion Building.

15. Index linking

- 15.1 All contributions of money payable to the District Council and County Council under this Deed are required to be index linked in accordance with any increase in the relevant index (as specified in the second column of the table in this clause from the Base Date to the quarter or month in which each contribution is paid by the application of the following:

District Council Formula:

formula $A = B \times (C \div D)$ where:

- A is the total amount to be paid;
- B is the contribution sum stated in this Deed;
- C is the index for the date upon which the contribution payment is paid;
- D is the Base Date index

If $C \div D$ is less than 1 then $C \div D$ will be deemed to equal 1

BCIS County Contributions Formula

Where any sum is required to be index linked by reference to the BCIS Index that sum payable shall be increased in accordance with any change in the building Cost Information Service All-in Tender Price Index published from time to time by the application of the formula $A = B \times (C \div D) \times E/100$ where:-

A is the total amount to be paid;

B is the principal sum stated in this deed;

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

D is the BCIS figure specified in the base date column at the table below;

E is the BCIS Tender Price Study by Location (Using 2000 boundaries data) for East of England) on the date which the County Contribution payment is paid C/D = is equal or greater than 1, and E/100 = is equal or greater than 1.

The table below sets out which index and base date applies:

Contribution	Index	Base Date
Buntingford Community Transport Scheme (BCAT) Contribution	RPI	Date of the grant of the Planning Permission
Child Care (0-2 Years) Contribution	BCIS	1Q2024
Child Care (5-11 Years) Contribution	BCIS	1Q2024
County Council Monitoring Contribution	RPI	January 2024
Cycle Parking Contribution	RPI	Date of the grant of the Planning Permission

District Council Monitoring Fee	RPI	Date of the grant of the Planning Permission
Fire and Rescue Service Contribution	BCIS	1Q2024
Fire and Rescue Commercial Contribution	BCIS	1Q2024
First School Education Contribution	BCIS Regional Factor	1Q2024
Fitness Gyms Contribution" Contribution	RPI	May 2024
Healthcare Contribution	RPI	Date of the grant of the Planning Permission
Library Service Contribution	BCIS	1Q2024
Middle Education Contribution	BCIS Regional Factor	1Q2024
Outdoor Sports Contribution	RPI	May 2024
Sustainable Transport Works Contribution	SPONS	March 2024
Special Educational Needs and Disabilities (SEND) Contribution	BCIS Regional Factor	1Q2024
Transport (Bus) Contribution	SPONS	March 2024
Swimming Pool Contribution	RPI	May 2024

Upper Education Contribution	BCIS Regional Factor	1Q2024
Waste Transfer Station Contribution	BCIS	1Q2024
Youth Service Contribution	BCIS	1Q2024

- 15.2 Payment of the contributions in 15.1 above shall initially be made based on the latest available forecast figure at the date of payment and any payment by way of adjustment shall be made within 10 working days of written demand by the District Council or the County Council once the relevant index has been finalised based on the finalised figure applicable to the quarter in which the contribution is paid.
- 15.3 Where an index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as notified by the District Council or County Council.
- 15.4 If prior to the receipt of any contribution to be paid pursuant to this Deed the District Council or the County Council as appropriate incurs any expenditure in providing facilities measures and/or services in relation to matters of the type and description to be funded from any contribution to be paid pursuant to this Deed (which for the avoidance of doubt in respect of the County Council Contributions includes Childcare (0-2 Years) Contribution, Childcare (5-11 Years) Contribution, First School Education Contribution, Middle School Education Contribution, Upper School Education Contribution, Fire and Rescue Service Contribution, Fire and Rescue Commercial Contribution, Library Service Contribution, Special Educational Needs and Disabilities (SEND) Contribution, Waste Transfer Station Contribution and the Youth Service Contribution and Sustainable Transports Works Contribution as the case may be) the need for which arises from or in anticipation of the Development then the District Council or the County Council as appropriate may immediately following receipt of the relevant contribution deduct from it the expenditure so incurred.

16 Notices

16.1 The Owner covenants with the District Council to give to the District Council no less than 5 Working Days advanced notice of the following:

16.1.1 Commencement on a Phase;

16.1.2 Practical Completion of all of the Affordable Dwellings on a Phase;

16.1.3 Occupation of more than 60% of the Open Market Dwellings on a Phase.

And the Owner covenants not to do any of the things set out in clauses

16.1.1, 16.1.2 and 16.1.3 unless and until notice has

been so given.

16.2 Using the pro forma notice at Appendix 1 the Owner undertakes with the County Council to give to the County Council no less than 5 Working Days advanced notice of the following:

16.2.1 Commencement;

16.2.2 First Occupation of the Development;

16.2.3 Commencement of Development for each Phase;

16.2.4 First Occupation of any Dwelling within each Phase;

16.2.5 First Occupation of 270 Dwellings;

16.2.6 First Occupation of 375 Dwellings;

16.2.7 Practical Completion of the Development; and

16.2.8 to serve upon the County Council the County Reserved Matters Mix Notice no less than 10 Working Days from the date of the Reserved Matters Approval (or if the context admits, the relevant Reserved Matters Approval).

16.3 Any notice or other communication to be given under this Deed must be in writing (using the proforma set out in Appendix 1) and shall be deemed to have been properly given or made if delivered by hand or dispatched by recorded postal service to the party to which such notice or other communication is to be given or made under this Deed and addressed as follows:

- 16.3.1 District Council: Legal Services Manager, East Hertfordshire District Council, Wallfields, Hertford SG13 8EQ;
- 16.3.2 County Council: The Director of Law and Governance, Hertfordshire County Council, Robertson House, Stevenage, Hertfordshire, SG1 2FQ;
- 16.3.3 To the Owner: at the address stated for the Owner at the beginning of this Deed or such alternative address and contact details as may be notified to the District Council and the County Council for this purpose.

17. Verification and enforcement

- 17.1 The Owner shall permit the District Council and their authorised employees and agents upon reasonable notice which shall be a minimum of 48 hours to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.
- 17.2 Without prejudice to the terms of any other provision herein the Owner shall pay the reasonable and proper legal and surveyor's fees and disbursements properly incurred by the District Council and/or the County Council for the purpose of or incidental to the successful enforcement of any right or power of the District Council or County Council of any obligation of the Owner arising hereunder.
- 17.3 Before the District Council or County Council exercises its enforcement powers they shall give not less than twenty-one (21) Working Days' written notice of their intention to do so to the Owner together with written details of any alleged breach of the terms of this Deed and shall afford the Owner the opportunity in that time to remedy any alleged breach.
- 17.4 Without prejudice to the County Council's statutory rights the Owner hereby grants to the County Council or any person duly authorised or instructed by it an irrevocable licence at all reasonable times to enter such parts of the Site to inspect any of the works to be carried out for the purposes of the Development and any materials to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed.

18 No encumbrance

- 18.1 The Owner HEREBY COVENANTS with the District Council and County Council that it will not enter into any covenant or agreement relating to any part of the Site whose effect would be to preclude the carrying out of the planning obligations and covenants contained in this Deed PROVIDED THAT for the avoidance of doubt this Clause will not prevent any disposal or dealing by grant of lease or otherwise with the Owner's interest in any part of the Site.

19. Miscellaneous

- 19.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 19.2 Nothing in this Deed constitutes a planning permission or an obligation to grant planning permission.
- 19.3 Insofar as any clause or clauses of this Deed are held (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 19.4 Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the District Council or County Council in the exercise by each of their statutory functions and the rights powers duties and obligations of each under private or public statutes bye-laws orders and regulations may be as fully and effectively exercised as if they were not a party to this Deed.
- 19.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked in its entirety or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of the Development.
- 19.6 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.

20. Section 73 Consent

20.1 If any Section 73 Consent is granted after the date of this Deed:-

20.1.1 the planning obligations in this Deed shall automatically relate to and bind such Section 73 Consent from the date of the grant of the Section 73 Consent (in addition to continuing to bind the Site in respect of the Planning Permission) without the need to enter into any subsequent deed of variation or new deed pursuant to section 106 or section 106A of the 1990 Act;

20.1.2 the definitions of "**Application**", "**Development**", and "**Planning Permission**" (other than for the purpose of Clause 1) shall be construed to include reference to (respectively and as appropriate) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself; and

20.1.3 this Deed shall be endorsed with the following words in respect of any Section 73 Consent:-

"the planning obligations and undertakings in the Deed relate to and bind the Site in respect of which a new planning permission reference [] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

provided that:-

20.1.4 nothing in this Clause shall fetter the discretion of the District Council and/or County Council (as relevant) in determining any planning application for a Section 73 Consent or the Council and/or County Council regarding the appropriate nature and/or quantum of section 106 planning obligations, other obligations and undertakings required in connection with the determination of the Section 73 Consent applied for insofar as they materially different to those contained in this Deed;

20.1.5 to the extent that any of the planning obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

- 20.1.6 the District Council and/or County Council (as relevant) reserve the right to require the completion of a separate planning obligation prior to the issue of the decision notice that could include other obligations and undertakings by deed of agreement or deed of variation in connection with any Section 73 Consent if either or both (acting reasonably) consider it desirable or necessary to do so.
- 20.6 In the event of different planning obligations or other obligations or undertakings agreed by the District Council or the County Council being binding on any Section 73 Consent pursuant, this Deed shall not apply to that Section 73 Consent if (or to the extent that) that separate deed expressly states that it is in substitution (or partial substitution) for the planning obligations contained in this Deed.

21 Third Party Rights

- 21.1 Without prejudice to Clause 2.10 of this Deed, nothing in this Deed shall be construed as providing a right for any third party under the Contract (Rights of Third Parties) Act 1999.

22. Disputes

- 22.1 If in connection with this Deed there shall arise a claim or dispute or difference (including unreasonable delay in providing approval, authority, consent or direction or some other decision or payment required by this Deed) the relevant parties shall first attempt to negotiate a solution.
- 22.2 If the matter remains unresolved such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications (to act as an expert and not as an arbitrator) whose identity shall be agreed between the parties or in default of such agreement to be appointed, on the application of any of the parties in dispute, by or on behalf of President of the Law Society of England and Wales (where the dispute or difference relates to the construction or interpretation of this Deed) or the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate (where the dispute or difference relates to the carrying out of works or

construction) PROVIDED that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise.

22.3 If the parties in dispute fail to agree on the nature of the difference or dispute between them then any of them may apply to the President of the Law Society to appoint an independent solicitor to decide (as expert and not as arbitrator) in relation to any such matter of which Clause 22.2 hereto is applicable.

22.4 The expert howsoever appointed shall be required to:

- a) on their appointment serve written notice thereof on the parties in dispute;
- b) consider any written representations by or on behalf of those parties which are received by them within twenty Working Days of such service and immediately forward a copy of the written representation of one party to the other party;
- c) allow both parties to the dispute an opportunity to comment in writing on the other party's representations within twenty Working Days of receipt by the other party thereof;
- d) have an unfettered discretion to determine the reference to them;
- e) serve notice of their determination as soon as they have made it;
- f) give full and clear reasons for their decision;
- g) be paid their proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as they may determine.

22.5 The determination of the expert howsoever appointed shall be final and binding on the parties in dispute (save in the case of manifest error).

22.6 For the avoidance of doubt, the provisions of this Clause 22 shall not affect the ability of the Council and/or County Council to enforce the terms of this Deed by such means as it may opt to pursue including the seeking of declaratory relief or a mandatory order.

- 22.7 For the avoidance of doubt references to 'party' or 'parties' in this clause 22 exclude the County Council and the County Council shall not be required to submit to or be bound by the provisions of Clauses 22.1 – 22.6.

23 Delivery

- 23.1 The provisions of this Deed (other than this Clause and Clause 9.1 (legal costs) which shall be of immediate effect) shall be of no effect until this Deed has been dated.

24. Governing Law and Jurisdiction

- 24.1 This Deed shall be governed by and interpreted in accordance with the law of England and the Parties agree irrevocably to submit to the exclusive jurisdiction of the English courts.

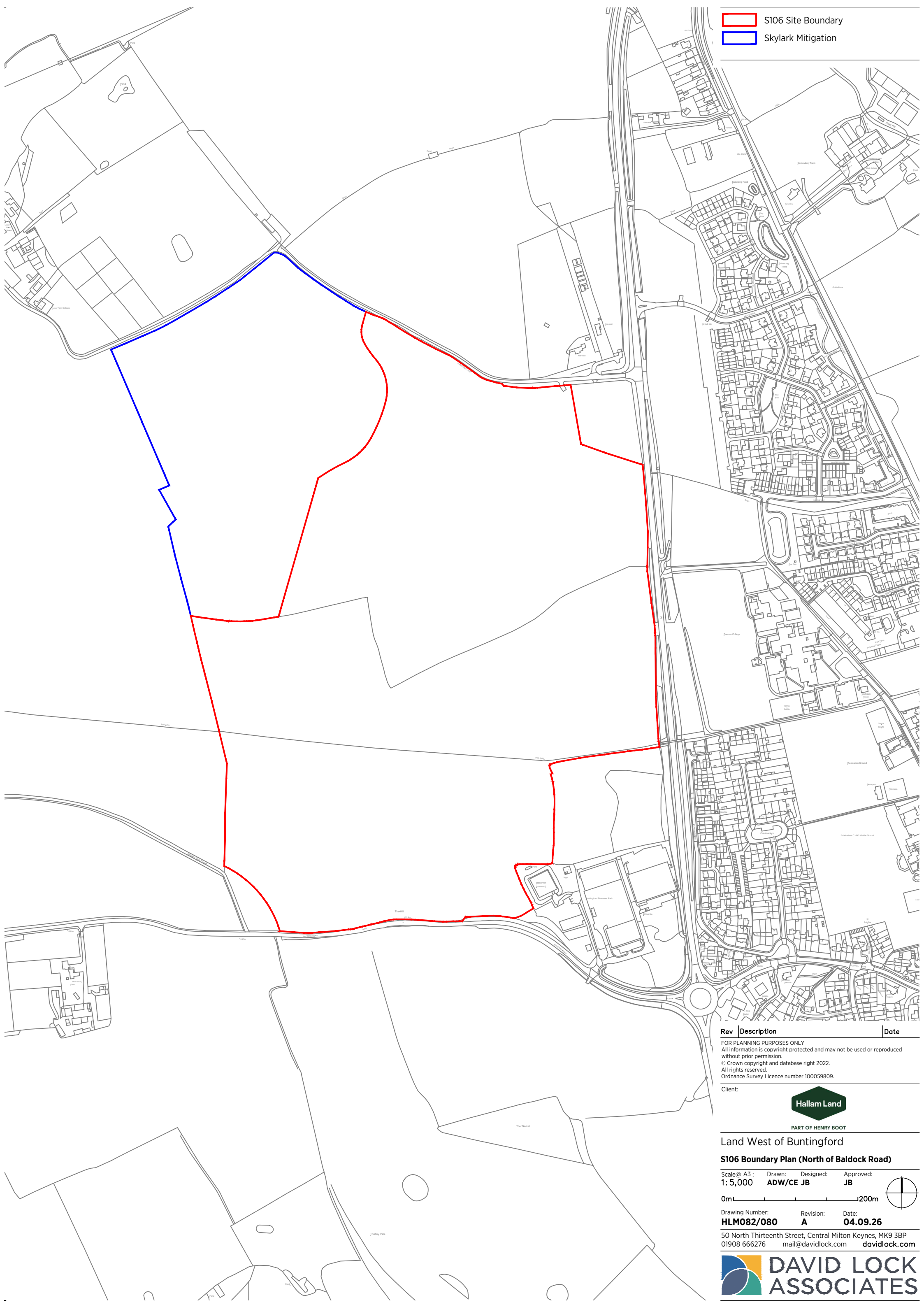
25. Developer's Consent

- 25.1 The Developer acknowledges that this Deed has been entered into by the First Owner and the Second Owner and the Third Owner with its consent and that the Site shall be bound by the obligations contained herein. Should the Developer exercise its interest in the Site and acquire the Site or any part of it then it shall become bound by the obligations contained in this Deed as a person deriving title from the Owner.

26. Mortgagee's Consent

- 26.1 The Mortgagee acknowledges that this Deed has been entered into by the Second Owner with its consent and that the part of the Site owned by the Second Owner shall be bound by the obligations contained herein and that the security of its charge of that part of the Site shall take effect subject to this Deed, provided that the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of any part of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Second Owner.

SCHEDULE 1 - SITE PLAN



S106 Site Boundary

Skylark Mitigation

Rev	Description	Date
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Client:



PART OF HENRY BOOT

Land West of Buntingford

S106 Boundary Plan (North of Baldock Road)

Scale@ A3 : 1: 5,000 Drawn: ADW/CE JB Designed: JB Approved: JB

0m 1200m

Drawing Number: **HLM082/080** Revision: **A** Date: **04.09.26**

50 North Thirteenth Street, Central Milton Keynes, MK9 3BP
01908 666276 mail@davidlock.com davidlock.com



SCHEDULE 2 - AFFORDABLE HOUSING

1. DEFINITIONS

1.1. For the purposes of this Schedule the following expressions shall have the following meanings:

“Affordable Housing”	means subsidised housing provided by a Registered Provider for occupation by persons whose needs are not met by the local housing market determined by reference to local incomes and local housing prices and which is to remain at an affordable price for future persons in housing need or for any subsidy to be recycled for alternative Affordable Housing provision;
“Affordable Housing Progress Report”	means a written progress report to inform the District Council as to the progress in relation to: (a) the delivery of the Open Market Dwellings and Affordable Dwellings; (b) the mix and tenure split of the Affordable Dwellings completed within the previous 6 months and a forecast of what is expected to be completed within the next 6-month period; and (c) details of the negotiations which have taken place with one or more Registered Providers and the status regarding their acquisition of the Affordable Dwellings (or any number of them);
“Affordable Housing Scheme”	means a scheme which shall specify in respect of a Phase the following details: (a) the number and location of Affordable Dwellings to be constructed within that Phase; (b) the mix and tenure split for the Affordable Dwellings within that Phase; (c) an indicative timescale and programme for construction and delivery of the Affordable Dwellings within that Phase; and

	(d) full details of the design of the Affordable Dwellings specifying the size of the units (number of person, M ² , beds) and the proportion of units to be provided to meet Category M4(3) (wheelchair user dwellings)
"Affordable Dwellings"	means the Dwellings to be provided as Affordable Housing as part of the Development in accordance with the terms of this Deed and reference to "Affordable Dwelling" shall be to any one of them;
"Affordable Rented Housing"	means Affordable Housing let by a Registered Provider where the rent (including any service charges) does not exceed the local housing allowance (LHA) rates (or whatever similar allowance or housing benefit scheme that may replace it from time to time);
"Affordable Rent Units"	means the Low Cost Rent Housing Units to be provided as Affordable Rented Housing in accordance with the terms of this Deed;
"Chargee"	means any mortgagee or chargee of the Registered Provider of the Affordable Dwellings (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;
"Eligible Households"	means households with a gross annual income of no more than eighty thousand pounds (£80,000) or such other income level as may be published by the Government for the purpose of Shared Ownership Housing from time to time and is in force at the relevant time;
"Homes England"	means the body that funds and regulates affordable housing providers and such expression shall include

	successors to the functions and powers of Homes England;
“Low Cost Rent Housing”	means Affordable Rent Housing and/or Social Rent Housing;
“Low Cost Rent Housing Units”	means Affordable Dwellings provided as Social Rent Housing or Affordable Rent Housing;
“Nomination Agreement”	means an agreement to be entered into by the District Council and a Registered Provider which sets out the allocation process for the Low Cost Rent Housing Units and under which the Council exercises a right to nominate prospective occupiers of such units;
“Open Market Dwellings”	means those Dwellings forming part of the Development which are general market housing for sale on the open market and which are not Affordable Dwellings;
“Registered Provider”	means:- (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008; or (b) an approved development partner of Homes England (or any successor agency) which is eligible to receive grant funding; or (c) any other entity specialising in the provision of Affordable Housing proposed by the Owner and approved in writing by the District Council;
“Regulator of Social Housing”	means an executive non-departmental public body, sponsored by the Department of Levelling Up, Housing, Communities and Local Government with responsibilities for regulating registered providers of social housing including any successor body to such function which may replace it from time to time;
“Shared Ownership Housing”	means Affordable Housing offered by a Registered Provider part sold and part let for rent to Eligible Households under the terms of a Shared Ownership

	Lease whereby the purchaser is able to purchase a share of the equity in an Shared Ownership Unit at a minimum of 10% 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 in the aggregate equity that can subsequently be acquired by the lessee who may increase their percentage of ownership through a process of Staircasing;
"Shared Ownership Lease"	means a lease which accords with Homes England's shared ownership model lease or such other document amending, consolidating or replacing it;
"Shared Ownership Cascade"	means the District Council's local priorities cascade for Shared Ownership homes effective from 1 st September 2015 as published on the District Council's website (and any successor cascade published from time to time);
"Shared Ownership Units"	means the Affordable Dwellings to be provided as Shared Ownership Housing in accordance with the terms of this Deed and reference to "Shared Ownership Unit" shall be to any one of them;
"Social Rent Housing"	means Affordable Housing let by a Registered Provider to be made available to rent at no higher than Target Rents;
"Social Rent Units"	means the Low Cost Rent Housing Units provided as Social Rent Housing;
"Staircase"	means the acquisition by a lessee of Shared Ownership Housing of additional equity in a Shared Ownership Unit up to a maximum of 100 per cent equity and "Staircased" and "Staircasing" shall be construed accordingly;
"Target Rent"	means target rents for Social Rent Housing (or its equivalent) as determined through the national rent regime and published from time to time by the

	Regulator of Social Housing (including any indexation as permitted);
“Tenure Split”	means the delivery across the Development of 40% of the total Dwellings comprising of 75% Low Cost Rent Housing Units and 25% Shared Ownership Units as more particularly set out in the Affordable Housing Scheme.

2. DELIVERY OF THE AFFORDABLE DWELLINGS

- 2.1. The Owner shall provide the Affordable Dwellings on the Site as part of the Development in accordance with this Schedule.
- 2.2. The Owner covenants with the District Council that a minimum of 40% of the total Dwellings permitted by the Permission across the Site shall be constructed and Practically Completed as Affordable Dwellings in accordance with the Tenure Split.
- 2.3. The Owner shall provide a minimum of 10% of the total number of Affordable Dwellings as Category M4(3) (wheelchair use dwellings) (unless otherwise agreed in writing by the District Council).
- 2.4. Prior to Commencement of the Development in a Phase the Owner shall submit an Affordable Housing Scheme in that Phase to the District Council for written approval and the Owner shall not Commence or permit Commencement unless and until the Affordable Housing Scheme for the Phase has been approved in writing by the District Council such approval not to be unreasonably withheld or delayed.
- 2.5. The Owner shall deliver the Affordable Dwellings in a Phase in accordance with the relevant Affordable Housing Scheme for that Phase approved by the District Council pursuant to paragraph 2.4 above.
- 2.6. The Owner shall not Occupy or permit Occupation of more than 40% of the Open Market Dwellings in a Phase unless and until:

- 2.6.1. the District Council has approved the proposed Registered Provider for the relevant Affordable Dwellings.
 - 2.6.2. 50% of the Affordable Dwellings in that Phase have been Practically Completed; and
 - 2.6.3. the freehold or long leasehold of not less than 125 years in each of the Low Cost Housing Rent Units and 900 years in each of the Shared Ownership Units as agreed with the Registered Provider has been transferred to the Registered Provider (as approved by the District Council pursuant to 2.6.1) free from all encumbrances (other than those on the title of the Site as at the date of this Deed);
 - 2.6.4. all public highway or private roads, footpaths, sewerage, and drainage and all service systems for water, heating and hot water, electricity, and telecommunications serving the Affordable Dwellings are constructed and Practically Completed (meeting all statutory requirements as applicable) so as to enable those Affordable Dwellings to be Occupied and the Owner has taken such steps as are necessary on its part to enable adoption of relevant infrastructure by the relevant highway/sewerage authority.
- 2.7. The Owner shall not Occupy or permit Occupation of more than 65% of the Open Market Dwellings in a Phase unless and until:
- 2.7.1. the District Council has approved the proposed Registered Provider for the relevant Affordable Dwellings.
 - 2.7.2. All of the Affordable Dwellings in that Phase have been Practically Completed; and
 - 2.7.3. the freehold or long leasehold of not less than 125 years in each of the Low Cost Housing Rent Units and 900 years in each of the Shared Ownership Units as agreed with the Registered Provider has been

transferred to the Registered Provider (as approved by the District Council pursuant to 2.7.1) free from all encumbrances (other than those on the title of the Site as at the date of this Deed);

- 2.7.4. all public highway or private roads, footpaths, sewerage, and drainage and all service systems for water, heating and hot water, electricity, and telecommunications serving the Affordable Dwellings are constructed and Practically Completed (meeting all statutory requirements as applicable) so as to enable those Affordable Dwellings to be Occupied and the Owner has taken such steps as are necessary on its part to enable adoption of relevant infrastructure by the relevant highway/sewerage authority.

CASCADE

- 2.8. In the event that, despite the use of reasonable endeavours by the Owner to dispose of the Affordable Dwellings in a Phase to a Registered Provider, the Affordable Dwellings in the Phase have not been transferred to a Registered Provider within 6 months of the date of the commencement of the marketing of the Affordable Dwellings in a Phase by the Owner, the Owner shall:

- 2.8.1. submit an alternative tenure mix for the delivery of the Affordable Dwellings on that Phase to be approved in writing by the District Council (the "Alternative Tenure Mix") and the Owner shall thereafter market the Affordable Dwellings in that Phase in accordance with the Alternative Tenure Mix.

3. OCCUPATION RESTRICTIONS

- 3.1. The Social Rent Units shall not be Occupied or permitted to be Occupied for any purpose other than Social Rent Housing for the lifetime of the Development unless otherwise agreed in writing with the District Council.
- 3.2. The Affordable Rent Units shall not be Occupied or permitted to be Occupied for any purpose other than Affordable Rent Housing for the

lifetime of the Development unless otherwise agreed in writing with the District Council.

- 3.3. The Shared Ownership Units shall not be Occupied or permitted to be Occupied for any purpose other than for Shared Ownership Housing for the lifetime of the Development unless otherwise agreed in writing with the District Council.

4. NOMINATIONS AGREEMENT

- 4.1. Prior to Occupation of any of the Low Cost Rent Housing Units in a Phase the Owner shall ensure that the Registered Provider has entered into a Nomination Agreement with the District Council in respect of the Low Cost Rent Housing Units in that Phase.
- 4.2. The Owner shall not Occupy or permit Occupation of any of the Low Cost Rent Housing Units in a Phase unless and until the Registered Provider has entered into a Nomination Agreement with the Council in respect of the Low Cost Rent Housing Units in that Phase.

5. SHARED OWNERSHIP CASCADE

- 5.1. The Owner shall ensure that the Registered Provider:
 - 5.1.1. uses reasonable endeavours to prioritise applicants for the Shared Ownership Units in accordance with the Shared Ownership Cascade;
and
 - 5.1.2. retains evidence of such to be provided to the District Council within 10 Working Days of any request for such information.

6. MONITORING

- 6.1. Following Commencement of the Development, should the District Council at any time request an Affordable Housing Progress Report the Owner shall provide such a report to the District Council's Housing Development and

Strategy Manager and the Head of Planning within 20 Working Days of such a request.

- 6.2. The Owner shall notify the District Council's Housing Development and Strategy Manager and the Head of Planning when a contract has been entered into with an RP in relation to the Affordable Dwellings (or any number of them) within 10 Working Days of the date of its completion.
- 6.3. The Owner shall notify the Housing Development and Strategy Manager and the Head of Planning in writing of any statutory acquisition or Staircasing that takes place within 20 Working Days of the said event.

7. EXCLUSIONS

- 7.1. The provisions of this Schedule shall cease to apply to against:
 - 7.1.1. a person who has exercised any statutory right to buy in respect of a particular Affordable Dwelling or a purchaser who has acquired an Affordable Dwelling pursuant to a Preserved Right to Buy (as defined by the Housing Act 1985) (as amended by the Housing (Preservation of Right to Buy Regulations 1993) or similar or substitute rights; or
 - 7.1.2. a purchaser who has acquired an Affordable Dwelling pursuant to a Right to Acquire (as defined by section 180 of the Housing and Regeneration Act 2008) or any other statutory provision or similar or substitute statutory rights; or
 - 7.1.3. a person who has Staircased to 100% equity in a Shared Ownership Unit;
 - 7.1.4. a purchaser who has acquired an Affordable Dwelling pursuant to the Social Homebuy Scheme pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or similar or substitute rights; or
 - 7.1.5. a mortgagee, chargee, receiver or successor in title (and their mortgagee or chargee) to any person or body falling within subparagraphs 7.1.1-7.1.4 above.

8. CHARGEЕ PROTECTION

8.1. The covenants contained in this Schedule shall not be binding on a Chargee or any persons or bodies deriving title through such Chargee PROVIDED THAT:

8.1.1. in respect of the Affordable Dwellings (or any number of them) the Chargee shall give prior written notice to the District Council of its intention to enforce its security over those Affordable Dwellings;

8.1.2. the Chargee shall use reasonable endeavours over a period of three months from the date of receipt of the written notice by the District Council to complete a disposal of the relevant Affordable Dwellings to another Registered Provider or to the District Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

8.1.3. if such disposal has not completed within the said three month period, the Chargee shall be entitled to dispose of the relevant Affordable Dwellings free from the provisions of this Schedule.

SCHEDULE 3 - CONTRIBUTIONS PAYABLE TO THE DISTRICT COUNCIL

1. The Owner hereby covenants with the District Council as follows:

1.1. Buntingford Community Transport Scheme (BCAT) Contribution

- 1.1.1. to pay the Buntingford Community Transport Scheme (BCAT) Contribution for the relevant Phase to the District Council prior to Occupation of any Dwelling on that Phase.
- 1.1.2. not to Occupy or allow or cause the Occupation of any Dwellings on a Phase until 50% of the first Buntingford Community Transport Scheme (BCAT) Contribution in respect of that Phase has been paid to the District Council.
- 1.1.3. to pay the remaining 50% of the Buntingford Community Transport Scheme (BCAT) Contribution for the relevant Phase to the District Council prior to Occupation of 50% of Dwellings on that Phase.
- 1.1.4. not to Occupy or allow or cause the Occupation of more than 50% of Dwellings on a Phase until the remaining 50% of the first Buntingford Community Transport Scheme (BCAT) Contribution in respect of that Phase has been paid to the District Council.

1.2. Fitness Gym Contribution

- 1.2.1. to pay 50% of the Fitness Gym Contribution for the relevant Phase to the District Council prior to Occupation of any Dwelling on that Phase.
- 1.2.2. not to Occupy or allow or cause the Occupation of any Dwellings on a Phase until 50% of the Fitness Gym Contribution in respect of that Phase has been paid to the District Council
- 1.2.3. to pay the remaining 50% of the Fitness Gym Contribution for the relevant Phase to the District Council prior to Occupation of more than 50% of Dwellings on that Phase.

- 1.2.4. Not to Occupy or allow or cause the Occupation of more than 50% of Dwellings on a Phase until the remaining 50% of the Fitness Gym Contribution in respect of that Phase has been paid to the District Council.

1.3. Healthcare Contribution

- 1.3.1. to pay 50% the Healthcare Contribution for the relevant Phase to the District Council prior to Occupation of any Dwelling on that Phase.
- 1.3.2. not to Occupy or allow or cause the Occupation of any Dwellings on a Phase until 50% of the Healthcare Contribution in respect of that Phase has been paid to the District Council.
- 1.3.3. to pay the remaining 50% the Healthcare Contribution for the relevant Phase to the District Council prior to Occupation of 50% of Dwellings on that Phase.
- 1.3.4. Not to Occupy or allow or cause the Occupation of more than 50% of Dwellings on a Phase until the remaining 50% of the Healthcare Contribution in respect of that Phase has been paid to the District Council.

1.4. Outdoor Sports Contribution

- 1.4.1. to pay 50% of the Outdoor Sports Contribution for the relevant Phase to the District Council prior to Occupation of any Dwelling on that Phase.
- 1.4.2. not to Occupy or allow or cause the Occupation of any Dwellings on a Phase until 50% the Outdoor Sports Contribution in respect of that Phase has been paid to the District Council.
- 1.4.3. to pay the remaining 50% the Outdoor Sports Contribution for the relevant Phase to the District Council prior to Occupation of 50% of Dwellings on that Phase.

- 1.4.4. not to Occupy or allow or cause the Occupation of more than 50% of Dwellings on a Phase until the remaining 50% of the Outdoor Sports Contribution in respect of that Phase has been paid to the District Council.

1.5. Recycling Contribution

- 1.5.1. to pay 50% of the Recycling Contribution for the relevant Phase to the District Council prior to Occupation of any Dwelling on that Phase.
- 1.5.2. not to Occupy or allow or cause the Occupation of any Dwellings on a Phase until 50% of the Recycling Contribution in respect of that Phase has been paid to the District Council.
- 1.5.3. to pay the remaining 50% the Recycling Contribution for the relevant Phase to the District Council prior to Occupation of 50% of Dwellings on that Phase.
- 1.5.4. not to Occupy or allow or cause the Occupation of more than 50% of Dwellings on a Phase until the remaining 50% of the Recycling Contribution in respect of that Phase has been paid to the District Council.

1.6. Swimming Pool Contribution

- 1.6.1. to pay 50% of the Swimming Pool Contribution for the relevant Phase to the District Council prior to Occupation of any Dwelling on that Phase.
- 1.6.2. not to Occupy or allow or cause the Occupation of any Dwelling on a Phase until 50% of the Swimming Pool Contribution in respect of that Phase has been paid to the District Council.
- 1.6.3. to pay the remaining 50% the Swimming Pool Contribution for the relevant Phase to the District Council prior to Occupation of 50% of Dwellings on that Phase.

- 1.6.4. Not to Occupy or allow or cause the Occupation of more than 50% of Dwellings on a Phase until the remaining 50% of the Swimming Pool Contribution in respect of that Phase has been paid to the District Council.

1.7 Cycle Parking Contribution

- 1.7.1 to pay the Cycle Parking Contribution prior to Commencement of the Development.
- 1.7.2 not to allow nor permit the Commencement of the Development unless and until the Cycle Parking Contribution has been paid to the County Council.

SCHEDULE 4 - COVENANTS WITH THE COUNTY COUNCIL

2. The Owner hereby covenants with the County Council as follows:

2.1 Childcare (0-2 years) Contribution

- 2.1.1 to pay the Childcare (0-2 Years) (Buntingford) Contribution for the relevant Phase together with Indexation to the County Council prior to Occupation of any Dwelling on that Phase.
- 2.1.2 not to allow nor permit Occupation of any Dwelling on a Phase unless and until the Childcare (0-2 Years) Contribution in respect of that Phase has been paid to the County Council.

2.2 Childcare (5-11 Years) Contribution

- 2.2.1 to pay the Childcare (5-11Years) Contribution for the relevant Phase together with Indexation to the County Council prior to Occupation of any Dwelling on that Phase.
- 2.2.2 not to allow nor permit the Occupation of any Dwelling on a Phase unless and until the Childcare (5-11 Years) Contribution in respect of that Phase has been paid to the County Council.

2.3 Fire and Rescue Service Contribution

- 2.3.1 to pay the Fire and Rescue Contribution together with Indexation for the relevant Phase to the County Council prior to Commencement of the Development on that Phase.
- 2.3.2 Not to allow nor permit the Commencement of the Development on a Phase unless and until the Fire and Rescue Contribution in respect of that Phase has been paid to the County Council.

2.4 Fire and Rescue Commercial Contribution

- 2.4.1 to pay the Fire and Rescue Commercial Contribution together with Indexation for the relevant Phase to the County Council prior to Commencement of the Development on that Phase.

- 2.4.2 not to allow nor permit the Commencement of the Development on a Phase unless and until the Fire and Rescue Commercial Contribution in respect of that Phase has been paid to the County Council.

2.5 Library Service Contribution

- 2.5.1 to pay the Library Service Contribution for the relevant Phase together with Indexation to the County Council prior to Occupation of any Dwelling on that Phase.
- 2.5.2 not to allow nor permit the Occupation of any Dwelling on a Phase unless and until the Library Service in respect of that Phase has been paid to the County Council.

2.6 Middle School Education Contribution

- 2.6.1 to pay the Middle School Education Contribution for the relevant Phase together with Indexation to the County Council prior to Occupation of any Dwelling on that Phase.
- 2.6.2 not to allow nor permit the Occupation of any Dwelling on a Phase unless and until the Middle School Education Contribution in respect of that Phase has been paid to the County Council.

2.7 Special Educational Needs and Disabilities (SEND) Contribution

- 2.7.1 to pay the Special Educational Needs and Disabilities Contribution for the relevant Phase together with Indexation to the County Council prior to Occupation of any Dwelling on that Phase.
- 2.7.2 not to allow nor permit the Occupation of any Dwelling on a Phase unless and until the Special Educational Needs and Disabilities (SEND) Contribution in respect of that Phase has been paid to the County Council.

2.8 Transport (Bus) Contribution

- 2.8.1 to pay the first instalment of the Transport (Bus) Contribution together with Indexation to the County Council prior to Occupation of any Dwelling.
- 2.8.2 not to Occupy or allow or cause the Occupation of any Dwellings on a Phase unless and until the first instalment of the Transport (Bus) Contribution has been paid to the County Council.
- 2.8.3 On each anniversary from the date of the first payment on a pursuant to paragraph 2.8.1 above to pay to the County Council the Transport (Bus) Contribution as Index linked every year for four additional years.

2.9 Upper Education Contribution

- 2.9.1 to pay the Upper Education Contribution for the relevant Phase together with Indexation to the County Council prior to Occupation of any Dwelling on that Phase.
- 2.9.2 not to allow nor permit the Occupation of any Dwelling on a Phase unless and until the Upper Education Contribution in respect of that Phase has been paid to the County Council.

2.10 Waste Transfer Station Contribution

- 2.10.1 to pay the Waste Transfer Station Contribution for the relevant Phase together with Indexation to the County Council prior to Occupation of any Dwelling on that Phase.
- 2.10.2 not to allow nor permit the Occupation of any Dwelling on a Phase unless and until the Waste Transfer Station Contribution in respect of that Phase has been paid to the County Council.

2.11 Youth Service Contribution

- 2.11.1 to pay the Youth Service Contribution for the relevant Phase together with Indexation calculated to the County Council prior to Occupation of any Dwelling on that Phase.

- 2.11.2 not to allow nor permit Occupation of any Dwelling on a Phase unless and until the Youth Service Contribution in respect of that Phase has been paid to the County Council.

2.12 PROW Contribution

- 2.12.1 to pay the PROW Contribution prior to Commencement of the Development.
- 2.12.2 not to allow nor permit the Commencement of the Development unless and until the PROW Contribution has been paid to the County Council.

2.13 Sustainable Transport Works Contribution

- 2.13.1 to pay the Sustainable Transport Works Contribution for the relevant Phase together with Indexation calculated to the County Council prior to Occupation of any Dwelling on that Phase.
- 2.13.2 not to allow nor permit Occupation of any Dwelling on a Phase unless and until the Sustainable Transport Works Contribution in respect of that Phase has been paid to the County Council.

SCHEDULE 5 - OPEN SPACE

1. **DEFINITIONS**

1.1 For the purposes of this Schedule the following expressions shall have the following meanings:

“Allotment Land”	means the land to be provided on Site set aside for use as allotment plots by residents of the Development or inhabitants of communities within the administrative area of the District Council;
“Allotment Land Holders”	means an individual who rents or leases a designated allotment plot for personal food cultivation from the Management Company;
“Allotment Land Standards”	means the standards as set out by the National Allotment Society and Allotments Acts 1908-1950 and approved by the District Council;
“Allotment Land Specification”	means the specification to be submitted to the District Council for the delivery of the Allotment Land in accordance with the Allotment Land Standards;
“Formal Sports Provision”	means the on-site provision of sports pitches to include a cricket pitch, 1 youth sized football pitch and 1 adult sized football pitch, a multi-use games area;
“Formal Sports Provision Area”	means the area within the Site to include the Formal Sports Provision;
“Formal Sports Provision Maintenance Contribution”	means the sum to be agreed by the Town Council and the Owner per Dwelling payable as a contribution and Index Linked RPI All Items towards the costs of management and maintenance by the Town Council of the Formal Sports Provision Area;
“Formal Sports	means a scheme to be submitted to the District Council identifying the relevant Management

Provision Maintenance Scheme"	Company appointed to maintain the Formal Sports Provision Area and how the ongoing management and maintenance of the Formal Sports Provision to satisfaction of the District Council will be secured by the appointed Management Company;
"Formal Sports Provision Specification"	means the specification to be submitted to the District Council for the delivery of the Formal Sports Provision;
"LEAPs and LAPs"	means locally equipped areas for play and local areas for play shown in the indicative locations marked shown on the Parameter Plan (with the precise number and locations of which will be determined through discharge of Planning Condition 31 and is subject to Reserved Matters Approval(s);
"Offer"	means the offer to transfer the Formal Sports Provision Area to the Town Council upon the completion of the laying out of the Formal Sports Provision in accordance with the provisions of this Schedule;
"Open Space"	means the areas of public open space within the Site and including other public open space features to be delivered within this area including LEAPs and LAPs, footpaths and cycle routes and vegetation;
"Open Space Scheme"	means a scheme to be submitted to the District Council for the provision, identifying the location of the Open Space in general accordance with the Parameters Plan implementation, long term management and maintenance of the Open Space in a Phase including a proposed timetable for the provision of different areas of the Open Space in a Phase within the Development (which may be updated

	from time to time with the written approval of the District Council);
"Town Council"	Buntingford Town Council;
"Town Council Agreement"	means an agreement between the Owner and the Town Council for the transfer of the Formal Sports Provision Area (including, for the avoidance of doubt, the Formal Sports Provision) to the Town Council upon the completion of the laying out of the Formal Sports Provision in accordance with the provisions of this Schedule for £1.

2. OPEN SPACE SCHEME AND DELIVERY

- 2.1.** Prior to Commencement of the Development on a Phase the Owner shall submit an Open Space Scheme in a Phase to the District Council for its written approval.
- 2.2.** The Owners shall not Commence or permit Commencement of the Development in a Phase unless and until the Open Space Scheme for the Phase has been approved in writing by the District Council.
- 2.3.** The Owner shall provide the Open Space in a Phase in accordance with the Open Space Scheme for that Phase and the timetable(s) set out therein so that any Open Space has been provided prior to the Occupation of 70% of the Dwellings in that Phase.
- 2.4.** There shall be no Occupation of more than 70% of the Dwellings in a Phase unless and until all of the Open Space in that Phase has been delivered in accordance with the Open Space Scheme for that Phase and is ready for use.
- 2.5.** Upon Practical Completion of the Open Space pursuant to the approved Open Space Scheme in a Phase the Owner shall transfer the Open Space (or

relevant part thereof) for that Phase to the Management Company in accordance with paragraph 6 below, with arrangements in place through the imposition of suitable estate management or service charges to secure that it shall be properly maintained in perpetuity by said Management Company (in accordance with Schedule 6), and a certified copy of said transfer and details of those arrangements shall be provided to the District Council.

- 2.6.** For the avoidance of doubt, upon any such transfer pursuant to paragraph 2.5 any obligations on the Owner in respect of the Open Space contained in this Schedule shall bind the Management Company as successor in title to the Owner.

3. ALLOTMENTS

- 3.1.** Prior to Commencement of the Development the Owner shall submit details of the size and extent and where the Allotment Land is to be provided within the Development to the District Council.
- 3.2.** The Owners shall not Occupy or allow Occupation of the Development until the Allotment Land Specification has been approved in writing by the District Council and such consent is not to be unreasonably withheld or delayed.
- 3.3.** The Owner shall provide the Allotment Land in accordance with the Allotment Land Specification approved by the District Council prior to the Occupation of 70% of the Dwellings within the Phase in which the Allotment Land is to be provided pursuant to this Schedule.
- 3.4.** There shall be no Occupation of more than 70% of the Dwellings within the Phase in which the Allotment Land is being provided pursuant to this Schedule unless and until the Allotment Land has been delivered in accordance with the Allotment Land Specification and is ready for use and transferred to the Management Company.

4. FORMAL SPORTS PROVISION

- 4.1.** Prior to Commencement of the Development on the Phase permitted under the Phasing Plan to deliver the Formal Sports Provision the Owner shall submit the Formal Sports Provision Specification to the District Council.
- 4.2.** The Owners shall not Occupy or allow Occupation of the Development on the Phase permitted under the Phasing Plan to deliver the Formal Sports Provision and until the Formal Sports Provision Specification has been approved in writing by the District Council and such consent is not to be unreasonably withheld or delayed.
- 4.3.** The Owner shall provide the Formal Sports Provision in accordance with the Formal Sports Provision Specification prior to the Occupation of 70% of the Dwellings.
- 4.4.** There shall be no Occupation of more than 70% of the Dwellings unless and until the Formal Sports Provision has been delivered in accordance with the approved Formal Sports Provision Specification and is ready for use.
- 4.5.** Prior to the Commencement of Development on the Phase permitted under the Phasing Plan to deliver the Formal Sports Provision, the Owner shall make the Offer to the Town Council for the Formal Sports Provision Area.
- 4.6.** In the event that the Town Council indicates that it wishes to accept the Offer within 30 Working Days of the Offer, the Owner will use reasonable endeavours for a period of no less than 40 Working Days from the date that the Town Council indicates that it wishes to accept the Offer to agree the Formal Sports Provision Maintenance Contribution and enter into the Town Council Agreement.
- 4.7.** In event that either:

- 4.7.1. the Town Council refuses the Offer or does not indicate that it wishes to accept the Offer within 30 Working Days of the Offer; or
- 4.7.2. the Formal Sports Provision Maintenance Contribution has not been agreed or the Town Council Agreement has not been entered into within 40 Working Days of the Town Council indicating that it wishes to accept the Offer despite the use of reasonable endeavours by the Owner to enter into such agreement

then 4.8.2 shall apply.

- 4.8. Upon Practical Completion of the Formal Sports Provision the Owner shall transfer the Formal Sports Provision Area to:

- 4.8.1. the Town Council in accordance with the Town Council Agreement; or
- 4.8.2. the Management Company on the same terms in accordance with paragraph 9 below.

5. USE AND MAINTENANCE OF OPEN SPACE

- 5.1. The Owner covenants to ensure that the Open Space is provided with full and free access to the general public for their use and enjoyment and the Owner shall not use or cause or permit the use of such space for any other purpose for the lifetime of the Development.
- 5.2. The Owner shall maintain the Open Space to the standard required by the Open Space Scheme for the lifetime of the Development.
- 5.3. The Open Space (or part thereof) may be temporarily closed or access restricted or prevented for:
 - 5.3.1. routine maintenance;

- 5.3.2. security;
- 5.3.3. ensuring safety to members of the public; and
- 5.3.4. for any other reasonable and sufficient cause and for such reasonable period as may be set out in the approved Open Space Scheme or otherwise agreed in writing by the District Council

PROVIDED THAT the Owner shall seek to ensure that any such closure (in whole or part) pursuant to this paragraph is kept to a minimum period of time so far as is reasonably practicable.

- 5.4. At its own expense the Owner shall maintain adequate public liability insurance (with a limit of at least £10 million a claim unless otherwise agreed in writing with the District Council) in relation to such areas and keep the Open Space in good order, repair and condition and ensuring that trees and vegetation are cultivated and/or replaced where damaged or dying from such time as it is provided and laid out in accordance with the provisions of this Schedule and the relevant approved Open Space Scheme.

6. TRANSFER TERMS

- 6.1. Any transfer of all or any part of the Open Space to the Management Company pursuant to this Schedule shall be for the freehold interest for nil/nominal £1 consideration and contain (unless otherwise agreed in writing by the District Council):

- 6.1.1. a restrictive covenant that the Open Space may not be used otherwise than as public open space for the lifetime of the Development and an obligation to permit full and free public use of each area of the Open Space from such

time as it is provided and laid out in accordance with Open Space Scheme approved pursuant to this Schedule (subject to paragraph 5.3 of this Schedule);

- 6.1.2. an obligation on the transferee to secure the on-going management and maintenance of the Open Space and to perform and comply with the Open Space Scheme approved pursuant to this Schedule (as varied or amended in writing by the District Council from time to time);
- 6.1.3. all easements and rights necessary in relation to access for the benefit of the Open Space;
- 6.1.4. any exceptions and reservations in relation to drainage and services for the benefit of the Development;
- 6.1.5. an obligation to put in place and thereafter maintain adequate public liability insurance (with a limit of at least £10 million a claim unless otherwise agreed in writing with the District Council) in respect of the Open Space.

7. USE AND MAINTENANCE OF ALLOTMENT LAND

- 7.1.** The Owner covenants to ensure that the Allotment Land is provided with full and free access to the Allotment Land Holders for their use and enjoyment and the Owner shall not use or cause or permit the use of such land for any other purpose for the lifetime of the Development.
- 7.2.** The Owner shall maintain the Allotment Land to the Allotment Land Standards for the lifetime of the Development.
- 7.3.** At its own expense the Owner shall maintain adequate public liability insurance (with a limit of at least £10 million a claim unless otherwise agreed in writing with the District Council) in relation to such areas and keep the

Allotment Land in good order, repair and condition and ensuring that any trees and vegetation are cultivated and/or replaced where damaged or dying from such time as it is provided and laid out in accordance with the provisions of this Schedule and the relevant approved Allotment Land Specification.

8. TRANSFER TERMS

8.1. Any transfer of all or any part of the Allotment Land to the Management Company pursuant to this Schedule shall be for the freehold interest for nil/nominal £1 consideration and contain (unless otherwise agreed in writing by the District Council):

- 8.1.1. a restrictive covenant that the Allotment Land may not be used otherwise than as allotments for the lifetime of the Development and an obligation to permit full and free public use of each area of the Allotment Land to the Allotment Land Holders from such time as it is provided and laid out in accordance with Allotment Land Specification approved pursuant to this Schedule;
- 8.1.2. an obligation on the transferee to secure the on-going management and maintenance of the Allotment Land and to perform and comply with the Allotment Land Specification approved pursuant to this Schedule (as varied or amended in writing by the District Council from time to time);
- 8.1.3. all easements and rights necessary in relation to access for the benefit of the Allotments Land;
- 8.1.4. any exceptions and reservations in relation to drainage and services for the benefit of the Development;

- 8.1.5. an obligation to put in place and thereafter maintain adequate public liability insurance in respect of the Allotment Land.

9. TRANSFER OF THE FORMAL SPORTS PROVISION AREA

- 9.1. Prior to the transfer of the Formal Sports Provision Area to the Management Company the Owner shall submit a Formal Sports Provision Maintenance Scheme to be agreed in writing with District Council.
- 9.2. Any transfer of all or any part of the Formal Sports Provision Area to the Management Company pursuant to this Schedule shall be for the freehold interest for nil/nominal £1 consideration and contain (unless otherwise agreed in writing by the District Council):
 - 9.2.1. a restrictive covenant that the Formal Sports Provision Area may not be used otherwise than in accordance with this Schedule for the lifetime of the Development; and
 - 9.2.2. an obligation on the transferee to secure the on-going management and maintenance of the Formal Sports Provision Area and comply with the approved Formal Sports Provision Maintenance Scheme.

SCHEDULE 6 - MANAGEMENT OF PUBLIC OPEN SPACE

- 1.1 The Owner covenants with the District Council as follows:
- 1.1.1 prior to Occupation of the Development in a Phase to submit to the District Council a Management Company Structure Scheme for that Phase for approval.
 - 1.1.2 not to Occupy or permit Occupation of the Development in a Phase unless and until the District Council has approved the Management Company Structure Scheme for that Phase in writing for the avoidance of doubt if the District Council has not provided a response within 20 Working Days of receipt of the Management Company Structure Scheme approval shall be deemed to have been given.
 - 1.1.3 not to wind up the Management Company or substantially alter its constitution without the prior written consent of the District Council unless the whole Development shall be demolished or unless the District Council has otherwise first agreed in writing.
 - 1.1.4 to procure that the Management Company uses its reasonable endeavours to enforce the obligation of an owner of a Dwelling to pay an estate charge to the Management Company (and the Management Company as successor shall use reasonable endeavours to ensure that all relevant payments are made to it relating to its management and maintenance duties set out Schedule 5 and 6 (relating to Open Space and the Allotments

Land and Formal Sports Provision Area if not transferred the Town Council) and) and in relation to any other long-term management and maintenance by the Management Company of any other areas/ infrastructure to be managed by the Management Company).

- 1.1.5 not to transfer or grant a long lease of any Open Market Dwelling or sell or cause or permit any Open Market Dwelling to be sold by way of a transfer or long lease:
- (a) unless it includes (or has supplemental to it) a covenant from the transferee or lessee to contribute a fair and reasonable proportion by way of estate charge towards the costs of maintaining and managing the Open Space and any other areas/features within the Site and/or serving the Development to be managed by the Management Company;
 - (b) unless it includes a covenant from the transferee or lessee to enter into a deed of covenant directly with the Management Company in respect of the covenant at paragraph 1.1.5(a) above, such covenant to pass on to successors in title to the Dwelling and to be subject to a restriction on the registered title preventing any disposition without certifying compliance with this requirement; and
 - (c) without procuring a covenant by the Management Company covering maintenance and management of the Open Space and any other areas/features within the Site and/or serving the Development to be managed by the Management Company in accordance with the approved

Management Company Structure Scheme, and Open Space Scheme and any other long-term maintenance details agreed in writing by the District Council in relation to other areas/features within the Site and to use any estate charge received from the transferee or lessee for such management and maintenance but for the avoidance of doubt if the Occupation of an Open Market Dwelling is to be under a lease or tenancy, the covenant to contribute to an estate charge as referred to in subparagraph 1.1.5(a) above may be given by the owner of a reversionary interest AND for the avoidance of doubt, the provisions set out in this paragraph 1.1.5 shall apply equally to any Affordable Dwelling that ceases to be an Affordable Dwelling in circumstances provided for by this Deed.

1.1.6 to procure that an application is made to the Land Registry for entry of a restriction onto the register of the title of each Open Market Dwelling comprised in the Development in standard form L in Schedule 4 of the Land Registration Rules 2003 namely:

“no disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of paragraph [the provisions referred to at paragraph [1.1.5] above] of the transfer dated [] and made between [] (1) and [] (2) have been complied with or that they do not apply to the disposition”.

1.1.7 following the transfer of any land to it the Management Company shall maintain adequate public liability insurance for the Open Space and any other areas/features within the Site and/or serving the Development to be managed by the Management Company for the lifetime of the Development.

SCHEDULE 7 - TRAVEL PLAN

Definitions

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

“Residential Travel Plan” means the residential travel plan to be submitted to and approved in writing by the County Council pursuant to the conditions attached to the Planning Permission;

“Residential Travel Voucher” means the residential travel voucher (whether tangible or web hosted) required to be provided pursuant to the approved Residential Travel Plan which said voucher shall be the value of five hundred pounds (£500) per Dwelling for the purpose of incentivising take up of sustainable travel options by residents;

“Residential Travel Voucher Scheme” means the scheme to be submitted to the County Council (whether or not as part of the Residential Travel Plan);

“Residential Travel Plan Evaluation and Support Contribution” means the sum of six thousand pounds (£6,000) Index-Linked as set out in Clause 15 to be paid to the County Council for evaluating administering and monitoring the objectives of the Residential Travel Plan

“School Travel Plan” means a travel plan to be submitted to the County Council pursuant to this Schedule in the event that the First School is to be provided which contains practical measures to promote active healthy safe and sustainable travel (including but not be limited to walking and cycling) to and from the First School which plan shall aim to:

- significantly reduce the number of car trips on school runs
- increase the number of pupils and adults travelling actively to school
- make school journeys safer
- reduce school gate congestion
- reduce pollution in and around the First School
- promote sustainable transport choices and encourage families to plan their journeys
- improve the health and fitness among the whole school community
- increase road safety skills
- build/strengthen links with the local community. which School Travel Plan shall contain:
- as many of the activities and initiatives contained in the Modeshift STARS Accreditation Framework as are appropriate to the First School;
- measures aimed at achieving Very Good, Excellent or Outstanding status under and in accordance with Modeshift STARS Accreditation Framework; and
- measures for improving and monitoring its effectiveness;

“School Travel Plan Annual Review” means a data collection study reviewing and monitoring the provisions of the School Travel Plan (as more fully set out therein) carried out annually on the corresponding calendar months for a period of seven (7) years (which covers one cohort through school) commencing one (1) year after the baseline survey collection date. All monitoring that forms part of the School Travel Plan Annual Review to be carried out in accordance with the provisions of

the County Council's Travel Plan Guidance (such version current as at the date of Commencement of the Development);

"School Travel Plan Evaluation and Support Contribution" means the sum of £10,500 (ten thousand five hundred pounds) Index Linked as set out in Clause 15 to be paid to the County Council for the evaluating administering and monitoring the objectives of the School Travel Plan in the event that a School Travel Plan is triggered by the provision of the First School;

"Residential Travel Plan Annual Review" means a data collection study reviewing and monitoring the provisions of the Residential Travel Plan (as more fully set out therein) carried out annually on the corresponding calendar months for a period of five (5) years commencing one (1) year after the baseline survey collection date in accordance with this Schedule. All monitoring that forms part of the Residential Travel Plan Annual Review to be carried out in accordance with the provisions of the County Council's Travel Plan Guidance (such version current as at the date of Commencement of the Development);

"Travel Plan Coordinator" means the person(s) appointed by the Owners and approved by the County Council who shall be responsible for managing on behalf of the Owners the implementation monitoring progression reporting and review of the Residential Travel Plan and/or the School Travel Plan (as applicable) in order to achieve its objectives and targets;

"Travel Plan Guidance" means the County Council's document entitled 'Travel Plan Guidance' (as current at the time of application) which can be found at <https://www.hertfordshire.gov.uk/travelplans>;

"Travel Plan Remedial Measures Notice" means a notice in writing served on the Owner or the Owner of the First School Site (as applicable) via the relevant Travel Plan Co-ordinator by the County Council where the Owner or the Owner of

the First School Site (as applicable) has failed to meet one or more of the targets identified in the Residential Travel Plan or the School Travel Plan (as applicable) specifying the remedial measures and/or actions required to be taken by the Owner or the Owner of the First School Site (as applicable) to remedy the failed implementation towards the agreed targets with a reasonable time provision.

Covenants

The Owner covenants with the County Council as follows:

1. Prior to first Occupation of the Development to nominate a Travel Plan Coordinator in respect of the Residential Travel Plan for written approval of the County Council and obtain such approval and such nomination shall include contact details for the proposed Travel Plan Coordinator in respect of the Residential Travel Plan and the nature of their relationship to the Owners.
2. To carry out baseline surveys and submit an updated Residential Travel Plan to the County Council to be approved, including amended targets where relevant, within three (3) months of first Occupation of the Development.

Resident Travel Pack and Residential Travel Voucher Scheme

3. to submit a draft Resident Travel Pack and the Residential Travel Voucher Scheme to the County Council for written approval by the County Council no less than three (3) months prior to first Occupation.
4. not to Occupy or permit or allow Occupation of any Dwelling until the draft Resident Travel Pack and Residential Travel Voucher have been approved in writing by the County Council.
5. to provide a Resident Travel Pack to each Dwelling forming part of the Development within one (1) month of the first two (2) Occupations of each Dwelling.

6. to provide a Residential Travel Voucher to each Dwelling forming part of the Development within one (1) month of the first Occupation of each Dwelling
7. To at all times during Occupation of the Development:
 - (a) comply with the terms of the Residential Travel Plan including but not limited to implementing any actions by the specified dates in the Residential Travel Plan;
 - (b) promote and publicise the agreed Residential Travel Plan to owners occupiers and visitors to the Development;
 - (c) implement the Residential Travel Plan by the dates or within the time limits set out in the 'Action Plan' section of the Residential Travel Plan;
 - (d) carry out the Residential Travel Plan Annual Review annually on the corresponding calendar month for a period of five (5) years commencing one (1) year after the baseline survey collection date and submit a written report setting out the findings of such review to the County Council within three (3) calendar months from the date of each Residential Travel Plan Annual Review such report shall include (but shall not be limited to) recommendations for amendments or improvements to the approved Residential Travel Plan whether or not the objectives of the Residential Travel Plan have been achieved;
 - (e) comply with any variations or amendments to the Residential Travel Plan permitted by this Deed which shall in addition include any reasonable amendments or improvements required by the County Council following review of the report submitted in subparagraph (d) above and notified in writing to the Owners within three (3) calendar months from the date of receipt of such report.

School Travel Plan and Modeshift STARS Accreditation Framework

8. A School Travel Plan shall be required to be prepared and submitted by the Owner of the First School Site to the County Council for written approval in the event the First School is required following the outcome of the First School Review pursuant to paragraph 3.2 of Schedule 9.
9. In the event that a School Travel Plan is required pursuant to paragraph 8 above, the Owner of the First School Site hereby covenants with the County Council as set out below:
10. Prior to the opening of the First School to children the Owner of the First School Site shall:
 - 10.1. appoint and retain a Travel Plan Coordinator in respect of the School Travel Plan and give written notice of such appointment to the County Council;
 - 10.2. prepare and submit a School Travel Plan to the County Council for its written approval and obtain such approval; and
 - 10.3. register the School Travel Plan with Modeshift STARS Accreditation Framework.
11. The Owner of the First School Site shall ensure that:
 - 11.1. within twelve (12) calendar months of the opening of the First School to Children the School Travel Plan achieves a minimum of 'Good' status under and in accordance with the Modeshift STARS Accreditation Framework

- 11.2. that the said minimum 'Good' status referred to in paragraph 11.1 above is retained for a period of seven (7) years from the date accreditation is first achieved.
12. The Owner of the First School Site shall ensure that during the seven (7) years referred to in paragraph 11.2 above the School Travel Plan shall achieve a Very Good, Excellent or Outstanding status under and in accordance with the Modeshift STARS Accreditation Framework.
13. The Owner of the First School Site shall not cause nor permit the opening of the First School to children until:
- 13.1. the Travel Plan Coordinator in respect of the School Travel Plan has been appointed and written notice of such appointment has been given to the County Council in accordance with paragraph 10.1 of this Schedule;
- 13.2. it shall have prepared and submitted the School Travel Plan to the County Council and until the School Travel Plan has been approved in writing by the County Council in accordance with paragraph 10.2 of this Schedule; and
- 13.3. it shall have registered the School Travel Plan with the Modeshift STARS Accreditation Framework in accordance with paragraph 10.3 of this Schedule.
14. The Owner of the First School Site shall not cause nor permit the opening of the First School to children otherwise than in full compliance with paragraphs 13.1 and 13.2 and 13.3 of this Schedule.

School Travel Plan Evaluation and Support Contribution

15. The School Travel Plan Evaluation and Support Contribution shall become due if the First School is required following the outcome of the First School Review pursuant to Schedule 9 of this Deed.
16. In the event that the School Travel Plan Evaluation and Support Contribution becomes due pursuant to paragraph 15 above:
- 16.1. to pay the School Travel Plan Evaluation and Support Contribution together with Indexation calculated in accordance with to the County Council prior to Occupation of the First School.
- 16.2. not to allow nor permit the Occupation of the First School unless and until the School Travel Plan Evaluation and Support Contribution has been paid to the County Council.

Residential Travel Plan Evaluation and Support Contribution

17. To pay the Residential Travel Plan Evaluation and Support Contribution to the County Council prior to the first Occupation of the Development as a contribution to be allocated to and spent by the local highway authority for Hertfordshire towards the costs of monitoring and administering the Residential Travel Plan required pursuant to the Planning Permission.
18. Not to Commence nor cause nor permit first Occupation of the Development until the Residential Travel Plan Evaluation and Support Contribution has been paid to the County Council in accordance with paragraph 19 of this Schedule.
19. If a Travel Plan Remedial Measures Notice is served upon the Owner or Owner of the First School Site (as applicable) by the County Council the Owner or Owner of the First School Site (as applicable) shall carry out the measures and actions specified in the Travel Plan Remedial Measures Notice in accordance

with the timescales set out within it provided that measures will only be to ensure compliance with the Residential Travel Plan or School Travel Plan (as applicable) and no new measures will be requested in the Travel Plan Remedial Measures Notice.

20. If in the reasonable opinion of the County Council the Owner or Owner of the First School Site (as applicable) has failed to comply with the relevant Travel Plan Remedial Measures Notice within the timescales specified therein the Owner or Owner of the First School Site (as applicable) acknowledges that they will be in breach of this Schedule.

21. For the purposes of paragraph 19 and 20 above and for the avoidance of doubt it is hereby acknowledged and agreed that:

21.1. the Owner shall be responsible for complying with any Travel Plan Remedial Measures Notice served upon the Owner in respect of the Residential Travel Plan; and

21.2. the Owner of the First School Site shall be responsible for complying with any Travel Plan Remedial Measures Notice served upon the Owner of the First School Site in respect of the School Travel Plan.

SCHEDULE 8 - SPORTS PAVILION BUILDING

The Owner covenants with the District Council as follows:

1. Prior to Occupation of 50% of Dwellings on the Phase permitted under the Phasing Plan to deliver the Sports Pavilion Building to deliver the Sports Pavilion Building in accordance with the approved specification appended to this Deed at Appendix 4.
2. Not to occupy more than 50% of the Dwellings on the Phase Permitted under the Phasing Plan before the Sports Pavilion Building has been built out and completed in accordance with the approved specification.

SCHEDULE 9 - FIRST SCHOOL

1. Definitions

"First School Review"	means a review to be carried out by the County Council upon receipt by the County Council of the First School Notice using the latest available HCC data for the locality to confirm whether a First School is required and the First School Education Contribution is due to the County Council;
"First School Review Notice"	means the notice to be served on the County Council to accompany the pro forma notice appended hereto in accordance with clause 16.2.3 to notify the County Council that 270 Dwellings have been Occupied and that the County Council shall forthwith carry out the First School Review which said notice shall: (i) state it is the First School Review Notice pursuant to this Deed; (ii) refer to and provide details of this Deed (including the date); and (iii) confirm that the requirement upon the County Council to carry out the First School Review forthwith has been triggered;
"First School"	means the provision of a new first school serving the Development;
"First School Site"	means all that area of land not less than 2.00 hectares in the location shown edged red on the plan attached to this Deed at Appendix 5 SAVE THAT where the provisions of paragraph 4.1.3 of this Schedule apply this term shall refer to the alternative area of land offered by the Owner to the

	Council pursuant to paragraph 4.1.3 of this Schedule;
"Land Specification"	means the land specification for the First School Site attached to this Deed at Appendix 6;
"Servicing Works"	means the servicing works for the First School Site attached to this Deed at Appendix 7.

Covenants

The Owner covenants with the County Council as follows:

- 2.1 The comply with the terms of this Schedule in respect of the transfer of the First School Site.
- 2.2 On Occupation of 270 Dwellings, to serve the First School Review Notice on the County Council.
- 2.3 Not to allow cause nor permit the Occupation of more than 270 Dwellings unless and until the First School Review Notice has been served on the County Council.

3. First School Review

The County Council covenants with the Owner as follows:

- 3.1 To carry out the First School Review forthwith following receipt of the First School Review Notice (and in any event within 20 Working Days of such receipt).
- 3.2 Within 60 Working Days of completion of the First School Review the County Council shall provide the Owners with written notification of the outcome of First School Review PROVIDED THAT if the County Council fail to provide

the Owners with written confirmation of the outcome of the First School Review within 60 Working Days of receipt of the First School Review Notice pursuant to paragraph 3.1 above (or such longer period as may be agreed in writing between the Owners and the County Council), the County Council shall be deemed to have confirmed that the First School is not required.

- 3.3 In the event that the County Council confirm that the First School is not required pursuant to the First School Review or is deemed to have confirmed that the First School is not required pursuant to paragraph 3.2 above, the provisions of this Schedule shall no longer apply and the First School Site shall be released from the obligations within this Deed.

4. First School Site Transfer

- 4.1 In the event the County Council confirms following the First School Review that the First School is required, the Owner shall make an irrevocable offer to the County Council on the following terms:

4.1.1 transfer the First School Site to the County Council with vacant possession, free from encumbrances that would prevent the use of the land for the construction and use of a school and free from financial charges; or

4.1.2 transfer the First School Site to the County Council with vacant possession, free from financial charges and free from encumbrances that would prevent the use of the land for the construction and use of a school (save for the restrictive covenant contained in a Conveyance dated 8 October 1914 made between (1) Sir Arthur Douglas Patrick Lushington (2) Charles Frederick Tolme Blythe and Frederick William Atkinson and (3) Charles Henry Poulton referred to

at entry 1 of the Charges Register of title HD267382, as at 10 September 2025 timed at 14:12:50, hereafter **“the Restrictive Covenant”**) and with the benefit of a valid title insurance policy that the County Council has first approved in writing (acting reasonably) and PROVIDED THAT;

- a. the policy names the County Council as an insured party under the policy;
- b. the policy is capable of passing with the land or otherwise protects the County Council and its successors;
- c. the policy has a level of cover satisfactory to the County Council, and it covers the relevant consequences of enforcement of the Restrictive Covenant including appropriate legal costs, losses and damages including the full cost of the school including the cost of the land and the development
- d. the policy has no exclusions or limitations which effectively make the policy useless or unenforceable for the proposed use and development of the First School Site;
- e. the Owner has provided written confirmation to the County Council that the insurer has been given full and accurate information about the Restrictive Covenant and the proposed school development and use and that the policy continues to be fully valid and enforceable; or

4.1.3 transfer an alternative site in a suitable location first approved by the County Council for the First School which meets the Land

Specification with vacant possession and which is free from encumbrances which would prevent the use of the land as a school and free from financial charges.

Land Specification:

- 4.2 The Owner shall ensure that on the date of transfer of the First School Site, the First School Site meets the Land Specification subject to any variations agreed in writing by the Owner and the County Council.
- 4.3 The Owner shall provide such evidence (as shown in the right hand column of the Land Specification) ("**Land Specification Evidence**") to the County Council as is reasonably necessary to demonstrate that the First School Site is in suitable condition to be used for the delivery of a First School.
- 4.4 In the event that the Land Specification Evidence does not demonstrate that the First School Site is in a suitable condition to be used for the delivery of a first school using standard construction processes ("**Suitable Condition**"), then relevant reports shall be commissioned at the cost of the Owner (and the County Council will have the benefit of such reports) which shall set out the works that need to be undertaken to bring the First School Site up to a Suitable Condition ("**Land Specification Works**").
- 4.5 Following the Land Specification Works being established, the Owner shall either:
- 4.5.1 Carry out the Land Specification Works (or any relevant part thereof) and provide such evidence to the County Council as is reasonably necessary to demonstrate that the Land Specification Works (or the relevant part thereof) have been carried out to an acceptable

standard; or

4.5.2 Agree the costs of the Land Specification Works (or any relevant part thereof) with the County Council (each party acting reasonably) and / or the additional costs of the construction associated with delivery of the First School which are required as a result of being unable to bring the First School Site up to a Suitable Condition ("**Additional First School Costs**").

4.6 In event that there are any Additional First School Costs, they shall be paid by the Owner to the County Council upon the transfer of the First School Site.

Site Servicing Specification (Servicing Works):

4.7 The Owner shall complete the Servicing Works to the First School Site prior to the transfer of the First School Site.

4.8 To serve no less than 6 (six) months written notice of the intended date for completion of the Servicing Works.

4.9 To serve written notice on the County Council no later than 5 (five) working days following completion of the Servicing Works with the notice to contain relevant technical specifications and plans allowing the County Council to confirm that the Servicing Works have been completed to the reasonable satisfaction of the County Council.

Transfer

4.10 In the event the County Council confirm the First School is required pursuant to the First School Review and the County Council accept the

irrevocable offer to transfer to the First School Site pursuant to paragraph 4.1 above then the Owner shall transfer to First School Site pursuant to paragraph 4.1 above prior to the Occupation of no more than 375 Dwellings.

4.11 The Owner shall not Occupy or permit the Occupation of more than 375 Dwellings until the First School Site has been transferred to the County Council in accordance with the provisions of this Schedule.

4.12 The First School Site shall be transferred substantially in accordance with the form of TP1 appended to this Deed at Appendix 8 subject to any agreed changes between the transferor and the County Council.

4.13 Before completion of the transfer of the First School Site, the Owner shall provide to the County Council the certificates required to comply with any restriction on the title to the First School Site enabling the transfer to be registered with HM Land Registry.

5. First School Education Contribution

5.1 The Owner shall pay the First School Education Contribution upon the first Occupation of the 375th Dwelling.

5.2 Not to allow nor permit first Occupation of more than 375 Dwellings unless and until the First School Education Contribution has been paid to the County Council.

6. County Council Covenants

6.1 To serve not less than 6 (six) months' prior written notice on the Owner and the Council of the intended date on which construction works to build the First School will commence.

- 6.2 To serve written notice on the Owner and the District Council no later than 7 (seven) calendar days following commencement of works to construct the First School confirming the date on which such works commenced.
- 63 To serve no less than 6 (six) months prior written notice on the Owner and the District Council of the opening date of the First School.

SCHEDULE 10 - SKYLARKS

Covenants:

The First Owner being the owner of the Skylark Mitigation Land covenants with the District Council:

1. To comply with the Skylark Mitigation Strategy for 12 (twelve) years.

SCHEDULE 11 - SELF-BUILD AND CUSTOM HOUSING

1. **Definitions**

1.1. For the purposes of this Schedule the following expressions shall have the following meanings:

"2015 Act"	means the Self-build and Custom Housebuilding Act 2015;
"Custom Build Plots Plan"	means a plan identifying the number and location of the Custom Build Plots to be delivered within a Phase and reference to "Custom Build Plots Plans" shall be to all or any number of them;
"Custom Build Plot(s)"	means the 6 plots across the entire the Site on which Dwellings are to be created through Self/Custom Housebuilding provided as part of the Development and to be identified on the Custom Build Plots Plans;
"Dispose"	means to sell or enter into a contract with a prospective purchaser to deliver the prospective purchaser's chosen layout and specification for a Dwelling on a Custom Build Plot (as the context so permits);
"First Occupier(s)"	means the first individual owner-occupier(s) who are to have an ongoing primary involvement in the design planning process and construction of the Self-Build Dwelling;

"Marketing Strategy"	means a strategy (which may be updated from time to time with prior written approval of the District Council) detailing how each Custom Build Plot will be marketed including but not limited to: Information about each plot which for custom-build arrangements shall include indicative options for internal layouts and a breakdown of the customisations available and for self-build arrangements shall include details of location, size, topography, soil/ground conditions, photographs, service connection points and drainage; For self-build arrangements, information about the planning permission and the process for approving details; and Details of the method(s) of marketing/advertising and how/where marketing information will be able to be accessed by potential customers;
"Self-Build Dwelling"	Means a dwelling build pursuant to this Schedule on a Custom Build Plot;
"Self/Custom Housebuilding"	means the construction or completion of houses by (a) individuals; (b) associations of individuals; or (c) persons working with or for individuals or associations of individuals, (which for the avoidance of doubt may include a PLC housebuilder) to be occupied as homes by those individuals as defined in the 2015 Act and for which the initial owner(s) have had primary input into the final design and layout of the house within the sold plot,

	which for the avoidance of doubt may include custom-build arrangements involving the completion (or partial completion) of a Dwelling on a Custom Build Plot built to the specification of the end-user/occupier or self-build arrangements involving the provision of a plot in a Serviced Condition for the construction of a Dwelling by or organised by the end-user themselves;
"Serviced Condition"	means delivered with a means of connection (at a conveniently located point or points at the edge of or within each of the Custom Build Plots) to all mains services including electricity, gas, telecommunications, superfast broadband, potable water, foul and surface water drainage and with a means of access to and egress from the nearest public highway.

2. Delivery

- 2.1. The Owner covenants with this District Council to provide the Custom Build Plots across the Site as part of the Development and for the avoidance of doubt each Phase may bring forward different proportions of the total number of Custom Build Plots.

3. Custom/Self Build Plot Plans

- 3.1 Prior to Commencement of Development on a Phase, the Owner shall submit a Custom Build Plots Plan relevant to that Phase to the District Council for approval. Provided that where no Custom Build Plots are to be provided on a Phase, or all 6 Custom Build Plots have already been identified on a Custom Build Plots Plan approved pursuant to another Phase this paragraph 3 shall not apply.

- 3.2. The Owner shall not Commence or permit Commencement of Development on a Phase unless and until the Custom Build Plots Plan for that Phase has been submitted to and approved in writing by the District Council. Provided that where no Custom Build Plots are to be provided on a Phase, or all 6 Custom Build Plots have already been identified on a Custom Build Plots Plan approved pursuant to another Phase this paragraph 3 shall not apply.
- 3.3 The Owner shall comply with the relevant Custom Build Plots Plan for each Phase.

4. Occupation Restrictions

- 4.1 The Owner shall not Occupy or permit Occupation of more than 50% of the Open Market Dwellings in each Phase unless and until the Custom Build Plots to be delivered as part of that Phase (if applicable) have been laid out in a Serviced Condition in accordance with the relevant approved Custom Build Plots Plan.
- 4.2 The Owner shall Dispose of the Custom Build Plots to individuals (or associations of individuals) who shall complete or procure the completion of the Dwellings on the Custom Build Plots which are to be occupied as homes by those individuals and the Owner shall not Dispose of the Custom Build Plots otherwise than in accordance with this paragraph save where the provisions of paragraph 6 of this Schedule apply.

5. Marketing

- 5.1 Prior to the marketing of any Custom Build Plot in a Phase the Owner shall submit a Marketing Strategy in respect of the Custom Build Plots in that Phase to the District Council for its written approval.
- 5.2 The Owner shall market each of the Custom Build Plots in a Phase in accordance with the approved Marketing Strategy for that Phase for a period of not less than twelve (12) months from the date when such

marketing commences in respect of that Custom Build Plot (the "**Marketing Period**").

- 5.3 In respect of each Custom Build Plot, the Owner shall notify the District Council of the date on which marketing commenced within fourteen (14) days of that date.
- 5.4 The Owner shall notify the District Council upon the Disposal of each Custom Build Plot.
- 5.5 Where a prospective purchaser makes an offer to acquire a Custom Build Plot the Owner shall use reasonable endeavours to Dispose of the relevant plot to that prospective purchaser within 3 months of such offer being made.
- 5.6 The first occupation of each Self-Build Dwelling shall be by a First Occupier.
- 5.7 The Owner shall not to Occupy or cause permit or allow Occupation of the Self-Build Dwelling until the following details of the First Occupier of the Self-Build Dwelling have been submitted to and approved in writing by the District Council:
 - A. Evidence to demonstrate that the individual owner-occupier will have an ongoing primary involvement in the design planning process and construction of the Self-Build Dwelling.
- 5.8 First Occupiers shall within six months of completion of their Self-Build Dwelling submit the following to the District Council:
 - (a) A compliance certificate issued either under Regulation 17 of the Building Regulations 2010 (completion certificates) or under s51 of the Building Act 1984 (final certificates); and
 - (b) Proof of ownership of their Self-Build Dwelling in the form of Land Registry title deeds of the property; and
 - (c) A Council Tax bill or certificate;
 - (d) Proof of occupation of their Self-Build Dwelling as sole or main residence in the form of copies of any two of the following:

- (i) utility bill;
- (ii) bank statement
- (iii) local electoral roll registration

together with one of the following:

- (iv) an approved claim from HM Revenue and Customs under VAT431NB: VAT refunds for DIY Housebuilders ; or
- (v) Proof of a specialist Self Build or Custom Build Warranty in the form of a warranty and certificate of approval issued by a warranty provider which provides a 'latent defects insurance policy' and which is accompanied by certified Stage Completion Certificates issued to the owner/occupier of the home; or
- (vi) Proof of an approved Self Build or Custom Build mortgage from a bank or building society in the form of an approved specialist mortgage arranged to purchase land and/or fund the cost of erecting a home where the loan funds are paid to the Owner/Occupier in stages as the building works progress to completion.

6. Release

- 6.1 In event that a Custom Build Plot has not been Disposed of by the Owner by the expiry of the date being 3 months after the end of the Marketing Period relevant to that Custom Build Plot the Owner may notify the District Council accordingly, providing evidence that over a period of 12 months the Owner has marketed the Custom Build Plot in accordance with the relevant approved Marketing Strategy and used reasonable endeavours to Dispose of the Custom Build Plot.
- 6.2 Following receipt by the District Council of a notice and evidence submitted in accordance with paragraph 6.1 above in respect of a particular Custom Build Plot.

- 6.3 Where the District Council is satisfied that the obligations contained in paragraphs 5.2 and 5.3 of this Schedule have been properly complied with and has notified the Owner accordingly in writing, the Owner shall be released from the obligation to provide that plot as a Custom Build Plot and such plot may be completed and sold as an Open Market Dwelling.
- 6.4 In the event that the District Council notifies the Owner that it is not satisfied that the obligations contained in paragraphs 5.2 and 5.3 of this Schedule have been properly complied with the Owner shall continue to make the relevant Custom Build Plot available and market it in accordance with the terms of this Schedule provided that the Owner shall be permitted to re-submit evidence pursuant to paragraph 6.1 to the District Council for its approval.

SCHEDULE 12 - ELDERLY ACCOMMODATION

1. **Definitions**

- 1.1 For the purposes of this Schedule the following expressions shall have the following meanings:

“Disposed”	means the transfer of the Elderly Accommodation Land for the delivery of the units of elderly accommodation granted pursuant to the Planning Permission and “Disposal” shall be construed accordingly;
“Elderly”	means people aged over 55;
“Elderly Accommodation Land”	means the land for the Elderly Accommodation Units which is to be marketed in accordance with this Schedule;
“Elderly Accommodation Plan”	means a plan identifying the location of the Elderly Accommodation Land;
“Elderly Accommodation Units”	means up to 60 units of accommodation for the Elderly (C3) pursuant to the Planning Permission;
“Marketing Strategy”	means a strategy (which may be updated from time to time with prior written approval of the District Council) detailing how the Elderly Accommodation Land will be adequately

	marketed to secure the Disposal of the Elderly Accommodation Land.
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2. Elderly Accommodation

- 2.1 Prior to Commencement of Development, the Owner shall submit an Elderly Accommodation Plan to the District Council for approval (acting reasonably).
- 2.2 The Owner shall not Commence or permit Commencement of Development until the Elderly Accommodation Plan has been submitted to and approved in writing by the District Council.

3. Marketing

- 3.1 The Owner shall submit a Marketing Strategy in respect of the Elderly Accommodation Land to the District Council for its written approval (acting reasonably).
- 3.2 The Owner shall market the Elderly Accommodation Land in accordance with the Marketing Strategy for a period of not less than twelve (12) months (the "Elderly Accommodation Marketing Period").

4. Restriction

- 4.1 The Elderly Accommodation Units may only be used as accommodation for the Elderly in accordance with this Schedule save for where the release at paragraph 5 of this Schedule shall apply.
- 4.2 Prior to Disposal of an any Elderly Accommodation Units a restriction shall be placed on title at HM Land Registry in respect of that Elderly Accommodation Unit that states that such unit can only be used as accommodation for the Elderly in accordance with the provisions of this Schedule.

5. Release

- 5.1 In the event the Elderly Accommodation Land has not been Disposed of within the Elderly Accommodation Marketing Period the Owner shall be released from the obligations in the Schedule in respect of the Elderly Accommodation Land.

SCHEDULE 13 - BIODIVERSITY NET GAIN

1. Definitions

- 1.1 For the purposes of this Schedule the following expressions shall have the following meanings:

"Biodiversity Net Gain"	means a net gain in biodiversity at the time when the Development on the Land is completed, calculated based on the difference between the pre development biodiversity value and the post development biodiversity value as evidenced by the Biodiversity Net Gain Metric;
"Biodiversity Net Gain Metric"	the recognised biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of Biodiversity Net Gain;
"Biodiversity Scheme"	a scheme to be submitted for the District Council's approval which demonstrates how the Owners will deliver Biodiversity Net Gain from the Development including the plan in relation to the delivery of Habitat Creation and Enhancement Works;
"Habitat Creation and Enhancement Works"	means the habitat creation and enhancement works to be laid out, managed, maintained and monitored to provide habitat enhancements for the

	purposes of achieving the Biodiversity Net Gain.
--	--

2. The Owner covenants with the District Council as follows:

- 2.1 To submit the Biodiversity Scheme on a Phase prior to Commencement of Development on that Phase (such approval not to be unreasonably withheld or delayed).
- 2.2 Not to Commence Development on a Phase until the Biodiversity Scheme for that Phase has been approved in writing by the District Council.
- 2.3 To implement and comply with the Biodiversity Scheme on a Phase including the implementation of the Habitat Creation and Enhancement Works.
- 2.4 The Owner shall serve notice on the District Council inviting it to inspect the Habitat Creation and Enhancement Works on that Phase and upon inspection the District Council shall confirm in writing that the Habitat Creation and Enhancement Works have been completed to its reasonable satisfaction, if:
 - 2.4.1 if the District Council identifies necessary remedial works to implement the Habitat Creation and Enhancement Works, the Owner shall complete such remedial works to the reasonable satisfaction of the District Council; and
 - 2.4.2 upon completion of any remedial works, the Owner shall serve notice on the District Council inviting it to inspect the remedial works identified pursuant to paragraph 2.4.1 above, and the District Council shall confirm in writing that the Habitat Creation and Enhancement Works have been completed to its reasonable satisfaction.
- 2.5 To manage and maintain any Habitat Creation and Enhancement Works on a Phase in accordance with the approved Biodiversity Scheme for a period of 30 years on a Phase from the date of the District Council notification that the District Council are satisfied the

Habitat Creation and Enhancement Works have been completed pursuant to paragraph 2.4 above.

SCHEDULE 14 - DISTRICT COUNCIL COVENANTS

1. The District Council covenants with the Owner to:

- 1.1 Act reasonably and in good faith in considering and determining any submission, approval, consent or certificate required from the District Council under this Deed;
- 1.2 Upon written request after the obligations on the part of the Owner enforceable by the District Council have been satisfied, issue confirmation thereof and cancel all related entries in the Register of Local Land Charges;
- 1.3 Provide to the Owner, upon written request no more than once in any calendar year, a written statement summarising receipts and expenditure of the contributions payable to the District Council under this Deed; and
- 1.4 In the event that any part of the contribution(s) paid by the Owner to the District Council pursuant to this Deed is not allocated, expended or committed for expenditure within 10 (ten) years from the date that it is received the District Council shall following a written request by or on behalf of the person who paid the relevant contribution under this Deed to the District Council repay the unspent balance of that contribution(s) to the Owner together with interest accrued.

SCHEDULE 15 - COUNTY COUNCIL COVENANTS

The County Council covenants with the Owner to:

1. The County Council covenants with the Owner to:

- 1.1 Act reasonably and in good faith in considering and determining any submission, approval, consent or certificate required from the County Council under this Deed;
- 1.2 Only to use the County Contributions for the purposes set out in this Deed and for the avoidance of doubt County Contributions may be spendable in advance of receipt in anticipation of need.
- 1.3 Provide to the Owner, (upon receipt by the County of its reasonable costs of doing so and upon written request no more than once in any calendar year) a written statement summarising receipts and expenditure of the County Contributions;
- 1.4 To pay to the Owner a sum, equal to the amount of any payment made by the Owner to the County Council under this Deed which has not been expended allocated or approved in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the County Council of notice of completion of the Development together with any interest accrued PROVIDED THAT such written request shall only be made within one (1) year commencing from the date of expiry of the aforementioned ten (10) year period and in the event of no written request being made within such period any unexpended sum together with accrued interest shall be release free of any liability and obligations to the County Council PROVIDED THAT the County Council shall apply any unexpended sum only to a suitable provision serving the development and in full compliance with Regulation 122 of the CIL Regulations 2010.
- 1.5 Within 21 days of receipt of the County Reserved Matters Mix Notice serve the Owner the County Reserved Matters Mix Contributions Notice.

**APPENDIX 1
PROFORMA**

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106 AGREEMENT/UNILATERAL UNDERTAKING

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

HCC LEGAL REFERENCE

SITE ADDRESS

.....

.....

SITE OWNER DETAILS

Name

Contact name

Address

.....

.....

Telephone nos.

Main

Mobile

Email

EVENTS BEING NOTIFIED

Commencement Date – date :.....

Occupation of Dwelling (Number if relevant) – date:.....

Completion of all Dwellings – date:

COMPLIANCE WITH OBLIGATION(S)

Schedule Paragraph

Details of obligation and compliance

.....

PAYMENT OF S106 CONTRIBUTIONS

Payment Type	Amount (X)	Interim Indexation (Y)	Final Indexation (Z)	Total (X+Y)
Example:	£	£	£	£
Primary Education				

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

The Director of Law and Governance, Hertfordshire County Council, Robertson House, Stevenage, Hertfordshire, SG1 2FQ

The Legal Services Manager, East Herts District Council, Wallfields, Pegs Lane, Hertford SG13 8DE

APPENDIX 2

TABLE 2

Service	Type	Tenure	Bedroom Numbers:			
			1	2	3	4
Middle Education	Flat	Affordable Rent and/or Social Rent**	£1,366	£9,122	£8,183	£8,749
Middle Education	Flat	Open Market and/or Shared Ownership*	£1,503	£3,278	£2,968	£3,551
Middle Education	House	Affordable Rent and/or Social Rent**	£680	£9,086	£12,293	£13,164
Middle Education	House	Open Market and/or Shared Ownership*	£2,041	£3,863	£6,224	£7,599
Upper Education (Including Post-16 Provision)	Flat	Affordable Rent and/or Social Rent**	£1,554	£9,835	£8,660	£9,827
Upper Education (Including	Flat	Open Market and/or Shared Ownership*	£1,693	£3,386	£3,053	£3,812

Service	Type	Tenure	Bedroom Numbers:			
			1	2	3	4
Post-16 Provision)						
Upper Education (Including Post-16 Provision)	House	Affordable Rent and/or Social Rent**	£720	£10,288	£13,594	£15,547
Upper Education (Including Post-16 Provision)	House	Open Market and/or Shared Ownership*	£2,160	£4,269	£6,912	£8,260
SEND Primary and Secondary Education	Flat	NA	£669	£669	£669	£669
SEND Primary and Secondary Education	House	NA	£1,949	£1,949	£1,949	£1,949
Childcare Services 0 - 2 years-old	Flat	Affordable Rent and/or Social Rent**	£46.16	£483.14	£250.38	£79.25

Service	Type	Tenure	Bedroom Numbers:			
			1	2	3	4
Childcare Services 0 - 2 years-old	Flat	Open Market and/or Shared Ownership*	£38.62	£138.15	£135.65	£46.03
Childcare Services 0 - 2 years-old	House	Affordable Rent and/or Social Rent**	£42.06	£313.53	£422.20	£294.86
Childcare Services 0 - 2 years-old	House	Open Market and/or Shared Ownership*	£35.30	£111.48	£213.60	£253.91
Childcare Services 5 - 11 years-old	Flat	Affordable Rent and/or Social Rent**	£0.90	£10.17	£35.23	£7.15
Childcare Services 5 - 11 years-old	Flat	Open Market and/or Shared Ownership*	£0.42	£5.11	£12.62	£4.57
Childcare Services 5 - 11 years-old	House	Affordable Rent and/or Social Rent**	£0.32	£10.74	£39.65	£54.00
Childcare Services 5 - 11 years-old	House	Open Market and/or Shared Ownership*	£1.23	£4.89	£12.89	£20.04

Service	Type	Tenure	Bedroom Numbers:			
			1	2	3	4
Fire and Rescue Service	Flat	Affordable Rent and/or Social Rent**	£24.87	£24.87	£24.87	£24.87
Fire and Rescue Service	Flat	Open Market and/or Shared Ownership*	£24.87	£24.87	£24.87	£24.87
Fire and Rescue Service	House	Affordable Rent and/or Social Rent**	£24.87	£24.87	£24.87	£24.87
Fire and Rescue Service	House	Open Market and/or Shared Ownership*	£24.87	£24.87	£24.87	£24.87
Library Services	Flat	Affordable Rent and/or Social Rent**	£132.83	£263.49	£353.69	£295.08
Library Services	Flat	Open Market and/or Shared Ownership*	£155.71	£219.71	£286.75	£337.25
Library Services	House	Affordable Rent and/or Social Rent**	£136.49	£245.02	£342.53	£473.38

Service	Type	Tenure	Bedroom Numbers:			
			1	2	3	4
Library Services	House	Open Market and/or Shared Ownership*	£164.61	£213.47	£279.54	£340.56
Waste Transfer Station	Flat	Affordable Rent and/or Social Rent**	£78.38	£155.47	£208.70	£174.11
Waste Transfer Station	Flat	Open Market and/or Shared Ownership*	£91.88	£129.64	£169.20	£198.99
Waste Transfer Station	House	Affordable Rent and/or Social Rent**	£80.54	£144.57	£202.11	£279.32
Waste Transfer Station	House	Open Market and/or Shared Ownership*	£97.13	£125.96	£164.95	£200.95
Youth Services	Flat	Affordable Rent and/or Social Rent**	£8.40	£226.67	£608.42	£372.10
Youth Services	Flat	Open Market and/or Shared Ownership*	£13.48	£96.48	£261.69	£215.97

Service	Type	Tenure	Bedroom Numbers:			
			1	2	3	4
Youth Services	House	Affordable Rent and/or Social Rent**	£13.18	£216.69	£543.14	£983.13
Youth Services	House	Open Market and/or Shared Ownership*	£27.46	£79.54	£229.12	£408.42
<i>The tenure terms set out in the tables reflect the terminology used with the submitted Application. Should alternative definitions/types of tenure of units be applicable in the future (e.g. at such time that Reserved Matters applications are submitted and/or as reflected in updated Hertfordshire County Council guidance) then they should be characterised and included as follows:</i> <i>* Tenure characteristics similar to Open Market Dwellings and Dwellings provided for sale that offers a route to ownership for those who could not achieve home ownership through the market (or other tenures which display these types of characteristics)</i> <i>** Tenure characteristics of 100% rented, reflecting needs assessed dwellings for which the rent is set below local market rents (or other tenures which display these types of characteristics)</i>						

The Elderly Accommodation Units pursuant to the Planning Permission shall only be accounted for in calculating the sums payable in respect of the Fire and Rescue Service Contribution, Library Service Contribution and Waste Transfer Station Contribution.

APPENDIX 3

SKYLARK MITIGATION STRATEGY

Skylark Mitigation Strategy

July 2026

**Land north of A507
and west of A10 Buntingford**

Prepared by
CSA Environmental

On behalf of
Hallam Land Management Limited

Report No: CSA/6755/04

This report may contain sensitive ecological information. It is the responsibility of the Local Authority to determine if this should be made publicly available.

Report Reference	Revision	Date	Prepared by	Approved by	Comments
CSA/6755/04	-	15/07/2026	AC	JW	
	A	17/07/2026	AC	JW	Update to reflect client comments



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	Species Status & Ecology	2
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Appendix A: Breeding Bird Survey Plan		
Appendix B: Skylark Mitigation Plan		

1.0 INTRODUCTION

- 1.1 Outline planning permission is sought for development of up to 600 dwellings (C3), elderly accommodation (C3), Mixed Use Local Centre (including flexible use E, F and Sui Generis), First School, informal and formal open space, associated works and infrastructure including a new access from the A507 and pedestrian bridge over the A10, with all matters reserved except access at Land north of A507 west of A10 Buntingford (hereafter 'the Site').
- 1.2 Up to eight skylark breeding territories were identified on-site during breeding bird surveys undertaken between March and June 2024. A total of five skylark breeding territories will be lost as a result of the proposed development.
- 1.3 Consequently, and in line with recommendations provided by Hertfordshire LEADS in their consultation response dated 10 July 2025, the following Skylark Mitigation Strategy has been produced. The strategy will provide detail of the off-site measures which will be taken to ensure the conservation status of skylark is unaffected by the proposed development at the Site.
- 1.4 The mitigation recommendations provided herein are based upon the findings and assessment of the Ecological Impact Assessment (CSA/6755/02/E), which should be reviewed alongside this document.

2.0 BASELINE

Surveys

- 2.1 Breeding bird surveys were undertaken at the Site in 2024. A total of six visits were undertaken between 24 March and 26 June 2024 to gain an understanding of the breeding bird assemblage at the Site.
- 2.2 Surveys identified a total of 49 species on or adjacent to the Site. Of these, 35 species were recorded as having a breeding status of 'confirmed', 'probable' or 'possible' and are thus considered as breeding species on account of the behaviour observed or presence of suitable breeding habitat. The remaining 14 species were either off-site in adjacent habitats, recorded flying over the Site only, or there is no suitable breeding habitat to support these species. Full results are detailed in the Ecological Impact Assessment (CSA/6755/02/E) and are illustrated on the Breeding Bird Survey Plan (Appendix A).
- 2.3 The Site and its surroundings were found to support a range of breeding and non-breeding passerines that are considered to be typical of farmland and urban fringe habitats, including eight skylark territories.

Species Status & Ecology

- 2.4 Skylark are a UK Priority Species under Section 41 of the Natural Environment and Rural Communities (NERC) Act, 2006, in addition, to being a Red listed species of Conservation Concern.
- 2.5 Skylark are ground nesting birds of open habitats and will actively nest away from trees or other types of tall vegetation to avoid being spotted by predators (Donald, 2004).
- 2.6 Skylark often occur within agricultural habitats, particularly arable fields due to their open character. Preference is often given to cereal, legume and root crops or set-aside land. Winter-sown cereals and other dense crops can limit the productivity of breeding skylark, with nesting habitat becoming less suitable and in-field foraging opportunities decreasing as the season progresses.

3.0 MITIGATION STRATEGY

- 3.1 The proposed development will lead to the permanent loss of at least five of the eight skylark breeding territories on-site. There will also be a temporary loss of the remaining three territories situated in F2 in the south-west of the Site whilst areas of Informal Open Space are established.
- 3.2 Habitat creation on-site will provide **23.88ha of new habitat creation** in association with the provision of Informal Open Space at the Site. The design of the Informal Open Space is expected to offer benefits to the assemblage of passerines recorded during the 2024 breeding bird surveys, through the creation of an extensive area of species-rich grassland and wildflower meadow. This habitat creation measure would be achieved by planting a mix of native grasses, wildflowers and arable weeds of local provenance. To maximise the availability of breeding habitat and food resources for birds, a grassland habitat management plan would also be adopted, which would require that grass cutting within some areas of the Informal Open Space takes place after late-summer to prevent disturbance to ground-nesting birds, including skylark.
- 3.3 The area of Informal Open Space on-site will not be sufficient to mitigate the permanent loss of five skylark breeding territories. To mitigate for the loss of skylark territories, skylark plots will be created within surrounding arable land. It is generally accepted that the provision of two skylark plots for each territory lost is an appropriate mitigation. Therefore, **10 skylark plots**, each comprising a minimum area of 3m x 6m (16m²), will be created and consist of unsown plots at a density of two plots per hectare and located at least 24m from field margins.

Skylark Plots

Description

- 3.4 Skylark plots are areas or strips of uncultivated land within a crop intended to provide improved foraging opportunities for skylarks. A plot density of two per hectare has been shown to result in significant benefits for skylark, boosting productivity by 50 per cent (RSPB, 2004).
- 3.5 Skylark plots are recommended to be a minimum of 3m wide and of an area between 16m² to 24m², achieved through switching off/lifting the seed drill for a width of 3m and 6-8m in length.
- 3.6 Plots should be situated in fields of >5ha in size with an open aspect, or >10ha if bounded by trees or woodlands. Plots should be sited away from field edges (at least 24m distance), tramlines and features such as pylons and mature trees wherever possible.

Proposals

- 3.7 It is proposed that a minimum of ten skylark plots will be created per year within winter-sown cereal crops at a density of two per hectare, and maintained for a total of 12 years. An off-site field (central grid reference: TL347304) to the north-east of the Site is proposed for facilitation of the skylark plots. The field is c. 15.97ha in size and is therefore sufficient to support the required 10 skylark plots at a density of two plots per hectare.
- 3.8 The proposed location of the skylark plots is illustrated on the Skylark Mitigation Plan (Appendix B).

Implementation

- 3.9 Plots will be created each autumn as the winter cereal crop is sown by lifting/turning off the seed drill for the necessary length to create a minimum 16m² plot.
- 3.10 No further action is needed and the plot can be managed as the rest of the field. However, it is recommended that fertiliser, herbicide and pesticide sprays avoid the plots if possible. Plots do not need to be kept weed-free and mechanical weeding of the winter cereal crop should be avoided between April and harvesting to avoid damaging skylark nests.
- 3.11 It is recommended that during a break crop year a spring cereal break crop is sown, or alternatively, in the case of rapeseed or other break crop unsuitable to support skylark that skylark plots are provided in an alternative field in a nearby location.

REFERENCES

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Eaton, M., Aebischer, N., Brown, A., Heam, R., Lock, L., Musgrove, A., Noble, D., Stroud, D. and Gregory, R., 2015. Birds of Conservation Concern 4: the population status of birds in the UK, Channel Islands and Isle of Man. *British Birds*, 108, pp.708-746.

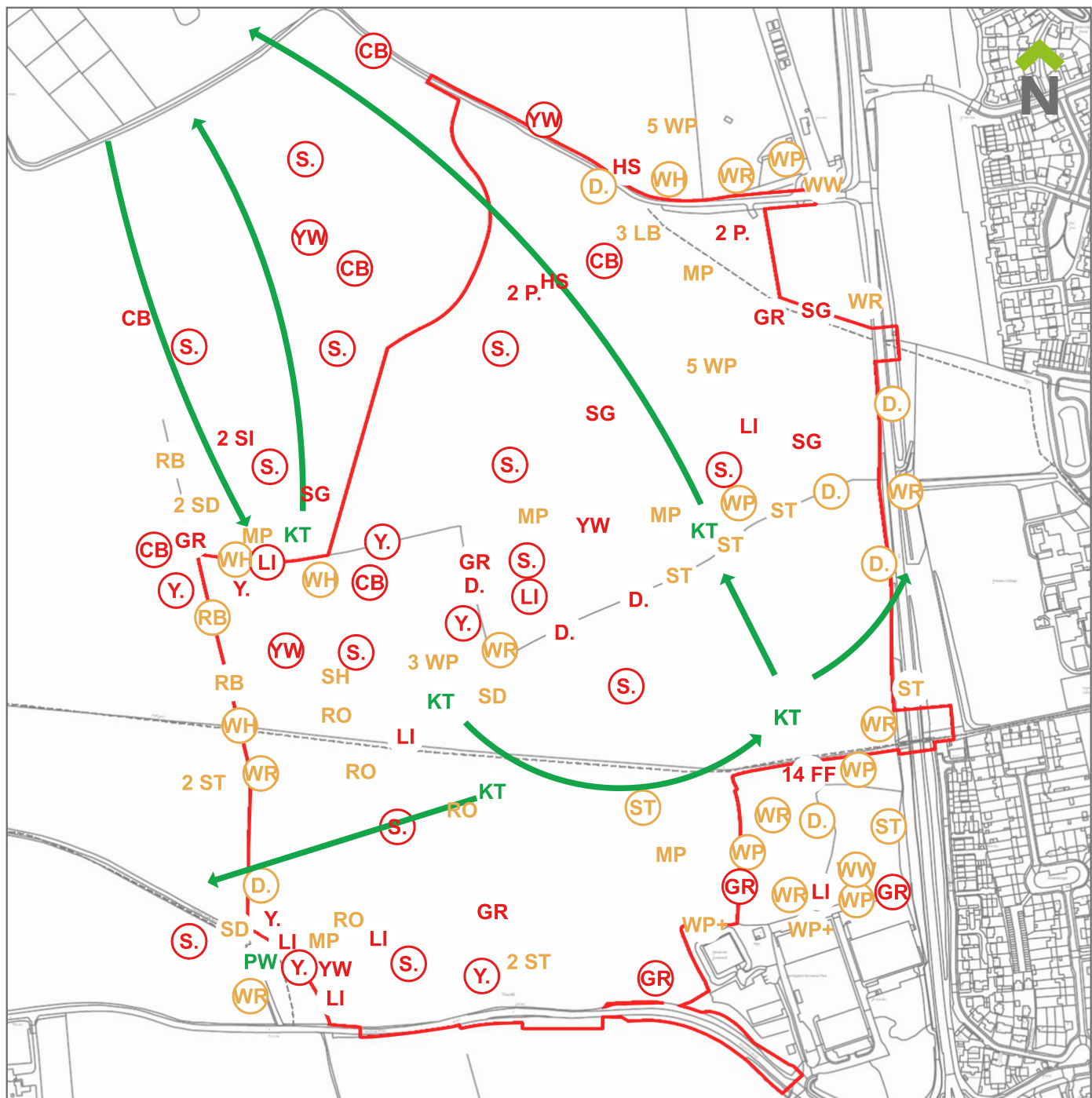
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Appendix A

Breeding Bird Survey Plan

(CSA/6755/113)



Site boundary

Likely territory/colony

Red-list species

Amber-list species

Registration (non-confirmed territory)

Red-list species

Amber-list species

Other notable species

Bird in flight

nX./X.+ Number of birds /multiple birds

Species List

Red-list species

CB - Corn bunting
FF - Fieldfare
GR - Greenfinch
P. - Grey partridge
HS - House sparrow
LI - Linnet
S. - Skylark
SG - Starling
SI - Swift
Y. - Yellowhammer
YW - Yellow wagtail

Other notable species

KT - Red kite

Amber-list species

BF - Bullfinch
D. - Dunnock
LB - Lesser black-backed gull
MP - Meadow pipit
RB - Reed bunting
RO - Rook
ST - Song thrush
SH - Sparrowhawk
SD - Stock dove
WH - Whitethroat
WW - Willow warbler
WP - Wood pigeon
WR - Wren

Only species included in Birds of Conservation Concern 5 (Stanbury et al, 2021), Section 41 of the NERC Act (2006) or Schedule 1 of the Wildlife and Countryside Act (1981) are considered 'notable' and included on this plan.

Locations are indicative. Circles denoting territory/colony do not show extent of territory only approximate location. Territories are presumed based on breeding evidence or multiple registrations of a species across visits.

Species flying over the Site only have been omitted (unless utilising the Site).

0 125 250 m

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Project	Land North of A507 and West of Buntingford	Date	Sept. 2024	Drawing No.	CSA/6755/113
Drawing Title	Breeding Bird Plan	Scale	Refer to scale	Rev	-
Client	Hallam Land Management Limited	Drawn	LF	Checked	AC

Appendix B

Skylark Mitigation Plan

(CSA/6755/114)



-  Site boundary
-  Proposed skylark mitigation field (c. 16ha)
-  24m buffer
-  Indicative skylark plot locations (10No.)

Skylark mitigation will comprise 10No. skylark plots to be maintained for 12No. years.

During sowing, the seed drill will be turned off to create plots a minimum of 3m wide by 6m long (min 16sqm total). Max area of each plot should be no more than 24sqm.

Plots will be located:

- in winter cereal fields
- away from tramlines
- a minimum of 24m from field boundaries/margins
- at a density of 2 plots/ha

Once created, plots will not be mechanically weeded between 01 April and harvest.

Rotation of skylark plot locations is optional, but the total number of plots (10No.) must be maintained.



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Project	Land north of A507 and west of Buntingford	Date	July 2026	Drawing No.	CSA/6755/114
Drawing Title	Skylark Mitigation Plan	Scale	Refer to scale	Rev	-
Client	Hallam Land Management Limited	Drawn	AC	Checked	JW



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APPENDIX 4

SPORTS PAVILION BUILDING SPECIFICATION

Community Hall/Sports Pavilion Written Specification Outline

The description of development in the granted planning permission includes a pavilion (Use Class D1). The pavilion shall be conveniently and appropriately located adjacent to the proposed sports pitches. It shall be of good quality design, of no more than 8m in height. The ability to access and use the facilities by disabled users shall be demonstrated.

SUDS (or any other method approved by EHDC) and water efficiency measures shall be employed in the management of foul water and surface water runoff.

The gross internal floor area of the building shall be not less than 500 square metres and shall include the following:

- A hall/flexible community space which can accommodate badminton use (minimum length 17.40m, width 9.10m, and height 6.70m)
- Equipped kitchen facility;
- Internal and external storage areas;
- Changing rooms and showers for two teams and match officials;
- Toilets, including toilets accessible to spectators;
- First aid room;
- Plant room; and,
- Foyer and reception area.
- Appropriate fire and security measures

Externally the community hall/sports pavilion shall include the following:

- Areas for observing the sports pitches
- Parking areas for cars and motorcycles
- Covered Bicycle stands
- Appropriate hard and soft landscaping - to facilitate access to and from the building and the sports pitches and to integrate the building into the overall development.
- Areas for the collection and storage of refuse
- External Lighting

The community hall/sports pavilion shall be serviced by gas/electricity, water, telephone and broadband connections.

The community hall/sports pavilion shall be furnished/equipped sufficient so that upon completion that it can be brought into use. This shall include the installation/supply of:

Internal decoration and floor coverings,

- Walls: plastered and emulsion painted
- Ceilings: Plastered and emulsion painted
- Flooring: Vinyl sports flooring
- Skirtings: softwood timber skirtings
- Toilets Sanitary ware including WC sinks with hot cold taps, tiled
- splashbacks
- Showers: tiled wet areas
- lockers
- Pegs and benches for changing rooms
- Doors: veneered doors with stainless steel ironmongery

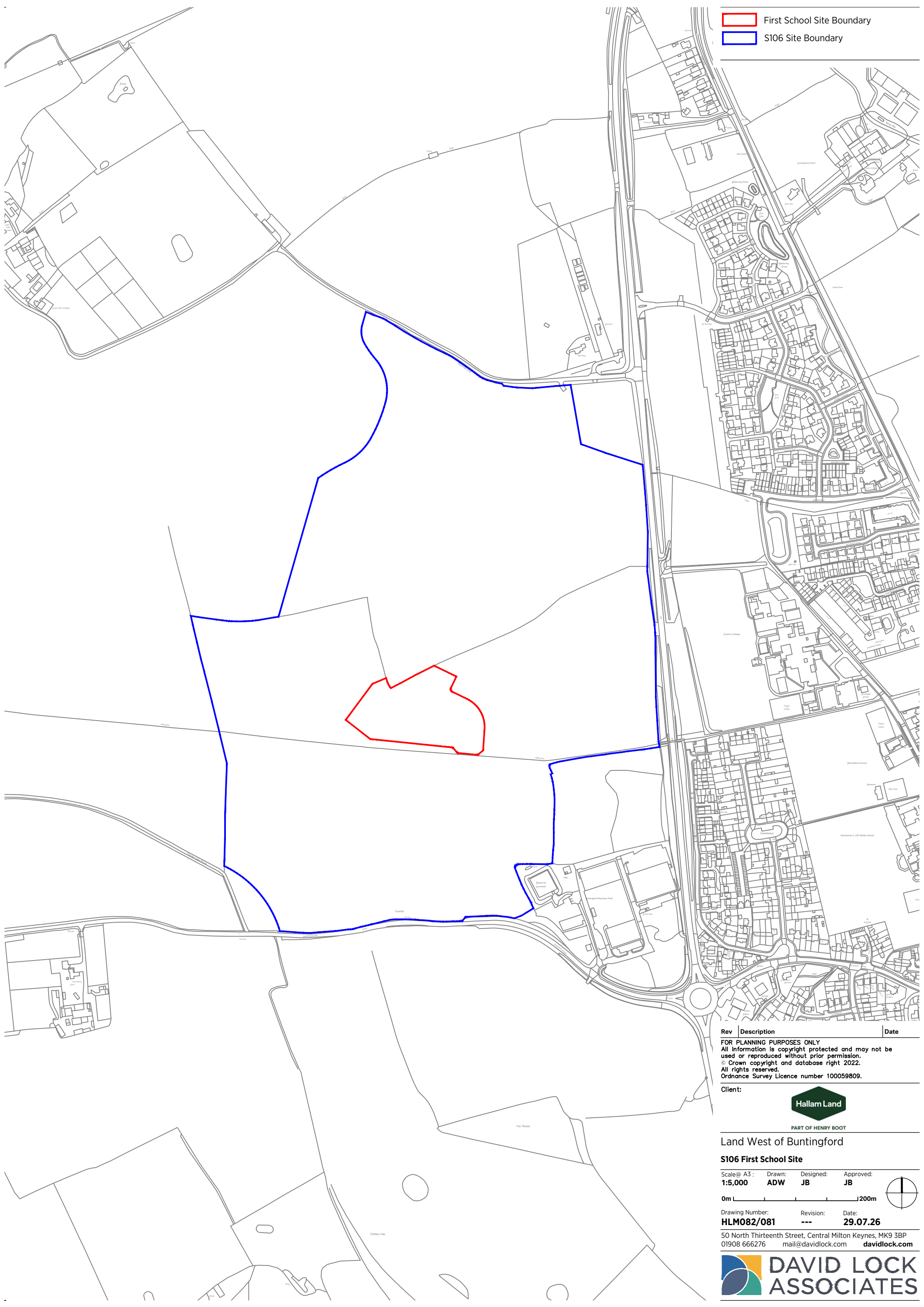
- Window blinds,

Kitchen

- Kitchen with units and cupboards, including stainless steel sink and taps with tiled splashback

APPENDIX 5

FIRST SCHOOL SITE



Rev	Description	Date
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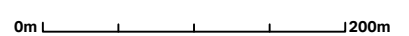


PART OF HENRY BOOT

Land West of Buntingford

S106 First School Site

Scale@ A3 : Drawn: Designed: Approved:
1:5,000 ADW JB JB



Drawing Number: **HLM082/081** Revision: **---** Date: **29.07.26**

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APPENDIX 6

LAND SPECIFICATION

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

2024.11.29

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX 7

SERVICING WORKS

Hertfordshire School Site Servicing Specification

29.11.2024

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1-1 INTRODUCTION

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

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

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

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

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

1-2 DESCRIPTION OF WORKS

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

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

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

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

1-2-1 INCOMING MAINS POWER

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

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

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

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

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

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

1-2-2 INCOMING MAINS COLD WATER

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

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

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

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

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

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

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

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

1-2-3 INCOMING GAS SUPPLY

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

1-2-4 ELECTRIC VEHICLE CHARGING

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

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

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

1-2-5 OUTGOING FOUL DRAINAGE

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

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

1-2-6 INCOMING COMMS

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

1-3 INCOMING SERVICES SITE LOADINGS

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

Table 1. Schedule of estimated servicing loads

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

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

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

1-3-2 REFERENCE SITES

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

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

1-3-3 DESIGN ASSUMPTIONS AND REFERENCE STANDARDS

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

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

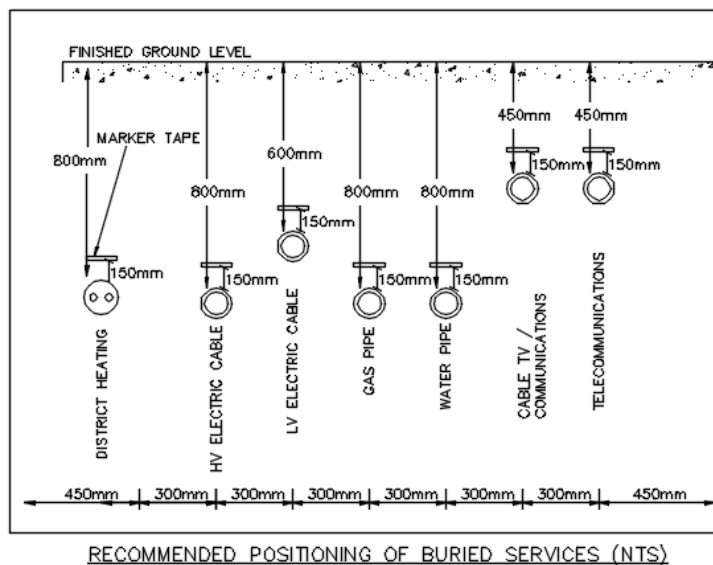
- e. 8FE – 14 Showers
 - f. 10FE – 16 Showers
 - g. 12FE – 20 Showers
5. Wholesome supply cold water storage volume has been calculated for each site in line with DfE guidance Technical Annex 2F, at 3L/occupant for primary schools, and 5L/occupant for secondary schools.
 6. We have assumed that Air quality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

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

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

1-3-4 TYPICAL DEPTH OF SERVICES

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



1-4 PERFORMANCE SPECIFICATION SECTIONS

1-4-1 DEFINITIONS

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

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

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

1-4-3 STANDARDS APPLICABLE

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

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

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

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

1-4-4 SCOPE OF WORKS

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

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

1-5 NEW EXTERNAL SERVICES

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

1-5-1 MAINS COLD WATER SUPPLY

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

System Capacity: See Table 1

1-5-1-1 SOIL ANALYSIS

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

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

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

1-5-1-2 MAINS COLD WATER PIPEWORK

External below ground pipework shall be:

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

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

MDPE – STANDARD JOINTING

The system shall be:

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

PROTECTA-LINE POLYETHYLENE WATER MAINS (CONTAMINATED GROUND)

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

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

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

Manufactured by:

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

Trenching requirements:

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

1-5-2 FIRE HYDRANT

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

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

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

Hydrants shall be sited:

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

Hydrants shall be complete as follows:

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

Underground Hydrants

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

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

1-5-3 TESTING OF UNDERGROUND PIPELINES

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

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

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

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

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

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

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

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

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

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

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

1-5-3-1 CHLORINATION AND WATER SAMPLES

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

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

1-5-3-2 UNDERGROUND PIPEWORK

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

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

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

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

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

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

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

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

Valves

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

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

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

1-5-4 ELECTRICAL SERVICES

1-5-4-1 INCOMING ELECTRICAL SUPPLY

New intake services shall be provided with the following characteristics:

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

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

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

1-5-4-2 VOICE AND DATA CABLING

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

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

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

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

1-6 MAINTAINING SAFE ACCESS TO OPERATIONAL AREAS

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

1-7 SURFACE WATER DRAINAGE

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

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

1-8 HIGHWAYS & ACCESS

1-8-1-1 CONSTRUCTION HAUL ROAD

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

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

1-8-1-2 PERMANENT HIGHWAY ACCESS

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

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

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

APPENDIX 8

SCHOOL SITE – TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

For example 'edged red'.

Any plan lodged must be signed by the transferor.

Give full name(s) of **all** of the persons transferring the property.

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

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) out of which the property is transferred: HD267382
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land North of the A507 and west of A10 Buntingford The property is identified ☒ on the attached plan and shown: edged [] ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: [] <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: [] <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

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

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

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

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

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

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

Place 'X' in any box that applies.

Add any modifications.

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

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

Complete as necessary.

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

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

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

Use this panel for:

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

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

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

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

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

12 Additional provisions

12.1 Definitions

The definitions in this clause apply in this Transfer:

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

- (a) provide reasonable prior notice (except in case of emergency when no notice need be given provided that, in the case of the Transferor, the Transferor must still comply with any safeguarding requirements notified to it by the Transferee) to the party whose premises are being entered;
- (b) agree a programme for the time or times for entry and carrying out the work with the owners and occupiers (all parties acting reasonably) (except in case of emergency provided that, in the case of the Transferor, the Transferor must still comply with any safeguarding requirements notified to it by the Transferee);
- (c) comply with all relevant laws;
- (d) comply with the reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry which may include, in the case of entry on to the Property, safeguarding, security and/or health requirements required by or on behalf of the Transferee or any lessee of the Property or any part thereof in connection with the use of the Property;
- (e) complete the works as soon as reasonably practicable and only remain on the land as long as is reasonably necessary to achieve the purpose for which entry is effected;
- (f) comply with any other requirements in this Transfer;

- (g) ensure anybody exercising any rights of entry has relevant insurances in place for the type and nature of the work being undertaken;
- (h) obtain all necessary consents from all Relevant Authorities prior to carrying out any works;
- (i) cause as little damage and inconvenience as possible;
- (j) make good at its own expense any damage caused as soon as reasonably practicable to the reasonable satisfaction of the person whose premises are being entered.

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

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

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

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

Estate Roads: means any roads (and ancillary footpaths, accessways and cycleways) now existing or which may be constructed on the Retained Land and affording access to the Property (excluding private driveways or access roads intended to serve a specific building or number of buildings privately rather than for use by the public at large)

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

Legal Charge: means the legal charge dated [] between (1) [] and (2) [].

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

Original Transferee: the party at panel 6 of this transfer

Original Transferor: the party at panel 5 of this transfer

Permitted Use: means:

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

(a) Educational Use as first use and subject to the provisions of clause 15.1 for a period of 25 years from the date hereof; and

(b) Any Meanwhile Uses.

Plan: means the plan annexed to this transfer.

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

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

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

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

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

Retained Land Planning Permission: the outline planning permission granted by East Hertfordshire District Council on [] 2026 with reference 3/24/0966/OUT together with any reserved matters approvals thereto and as (in either case) may be varied amended or replaced from time to time

Section 106 Agreement: the agreement pursuant to section 106 Town and Country Planning Act 1990 dated [.....] 2025 made between (1) East Hertfordshire District Council and (2) Hertfordshire County Council and (3) [] and (4) [] as may from time to time be varied, supplemented, amended or substituted.

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

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

Statutory Agreement: means any agreement under section 38 and/or section 106 of the Town and Country Planning Act

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

Transferee Excluded Disposition: means any of the following:

- (a) the grant of an easement for the purpose of the proposed development of the Property and/or in connection with the use of the Property in each case in accordance with any planning permission;
- (b) the grant of a lease of any part or the whole of the Property for a term of 7 years or less;
- (c) the lease, transfer, disposal and/or grant of easements or wayleaves over land for servicing or utility requirements or to a Relevant Authority including electricity substations, statutory undertakers, gas governors or pumping stations with associated easements;
- (d) dedications and/or transfers of a road, footpath, verge, open space, play area or other land to a local statutory authority or other disposals that are required under the Section 106 Agreement or other Statutory Agreements.
- (e) the grant of a legal charge or other security over the whole or any part of the Property
- (f) any easements granted by a Transferee Excluded Disposition

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

- (a) the grant of a legal charge and/or debenture;
- (b) the lease or transfer of land for servicing or utility requirements or to a Relevant Authority including electricity substations, statutory undertakers, gas governors fibre cabinets or pumping stations;
- (c) dedications and/or transfers of a road, footpath, verge, open space, play area or other land to a local statutory authority
- (d) transfers or leases of any part of the Retained Land that are required under the Section 106 Agreement and/ or other Statutory Agreements;
- (e) the transfer or lease of a completed Dwelling or Dwellings (or dwellings constructed to golden brick level (to the extent not forming part of the following limb (f)) to a bona fide purchaser on an arm's length basis;
- (f) a transfer or grant of a lease to a registered provider, registered social landlord or housing association or otherwise a provider of Affordable Housing approved in accordance with the terms of the Section 106

Agreement or the relevant Statutory Agreement in respect of Affordable Housing which is required under the Section 106 Agreement or any Statutory Agreement and /or a planning permission of completed and constructed Dwelling (or at golden brick level or otherwise pursuant to an agreement to sell such Dwelling which contains obligations to construct the Dwellings);

- (g) a transfer or lease of car charging facilities serving the Dwellings constructed or to be constructed on the Retained Land;
- (h) a transfer or lease to a purchaser of a completed and constructed Dwelling and/or garage lease and/or reversion, either by way of freehold or long lease;
- (i) a compulsory sale pursuant to a compulsory purchase order or other statutory enforcement;
- (j) the grant of a garage lease to a company associated with the Transferor or the Transferor and/or the subsequent assignment of such garage lease to a purchaser of a Dwelling;
- (k) the transfer of any part of the Retained Land comprising the site or intended site of neighbourhood centre and community facilities;
- (l) the transfer or lease of any common areas to a management company;
- (m) the grant of any easements in connection with any of the disposals falling under parts (a) to (l) of this definition

12.2 Interpretation

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

- (i) words importing the singular shall be construed as importing the plural and vice versa;
- (ii) words importing one gender shall be construed as importing all other genders;
- (iii) a person includes a corporate or unincorporated body and vice versa;
- (iv) unless otherwise stated, any reference to a provision of any legislation is a reference to that provision as amended, extended or re-enacted by any subsequent legislation and shall also include all orders, instruments, regulations, directions or plans made or issued under the legislation or deriving validity from it provided that as between the parties, no such amendment, extension or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;

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

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

13 Rights granted for the benefit of the Property

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

- 13.1.1 Pending adoption of the Service Media, to connect to (at the Connection Points) and use all Service Media that are now laid or may be laid in the future in through over or under the Retained Land for the free and uninterrupted passage of the Services to and from the Property for the Services for which such Service Media are designed.
- 13.1.2 The right upon reasonable prior written notice to the Transferor (except in case of emergency when no notice need be given) to enter and remain on any parts of the Retained Land that is not built upon (including any curtilage to any buildings on the Retained Land), as may be reasonably necessary with or without agents, professional advisers,

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

Include words of covenant.

workmen tools appliances scaffolding vehicles plant and equipment and materials for the purpose of:

13.1.2.1 inspecting repairing renewing reinstating replacing cleaning and/or maintaining any Service Media now existing or which may be laid under or over the Retained Land and which serves the Property;

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

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

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

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

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

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

14 Rights reserved for the benefit of other land

14.1 The following rights are excepted and reserved for the benefit of the Retained Land over the Property (in common with all others having the like rights) for all purposes connected with the present and future use of the Retained Land:

14.1.1 The right of subjacent and lateral support and shelter for the Retained Land from the Property.

14.1.2 The right of entry to carry out any works reasonably required to procure adoption of the Estate Roads and Service Media PROVIDED THAT the exercise of this rights shall be subject to compliance with the Conditions of Entry.

15 Restrictive covenants by the Transferee

- 15.1** The Transferee covenants with the Transferor (but not so as to render the Transferee personally liable after it has parted with its interest in the Property) not to use the Property other than for the Permitted Use (provided that the development of the Property for Educational Use and the grant of any leases or easements or wayleaves over the Property for servicing or utility requirements or to a Relevant Authority including electricity substations, statutory undertakers, gas governors or pumping stations with associated easements shall not constitute a breach of this obligation) and provided that such restrictive covenant shall be automatically released following the expiry of twenty five (25) years from the date of this Transfer.
- 15.2** The Transferee covenants with the Transferor so as to bind the Property but not so as to render the Transferee (excluding its successors in title) personally liable (save as to any subsisting breach) after it has parted with all its interest in the Property and to the intent that the benefit thereof shall be annexed to and run with the Retained Land:
- 15.2.1 Not to knowingly obstruct or interfere with or permit to be obstructed or interfered with any of the rights reserved for the benefit of the Retained Land Provided That temporary obstruction or interference of the exercise of the rights where reasonably required for the purpose of exercising the rights granted in clause 13.1 shall not be a breach of this clause.
- 15.2.2 Not to do or cause or permit to be done on the Property anything which may become or cause a statutory nuisance injury or physical damage to any person or property or cause unreasonable interference in the reasonable and proper enjoyment of the Retained Land provided that the development and use of the Property for the Permitted Use shall not constitute a breach of this clause.
- 15.2.3 Not to allow or permit or suffer anyone expressly or impliedly with the Transferee's permission or under the Transferee's control any noxious or deleterious effluent or other substance to pass into any Service Media capable of serving the Retained Land whether now or in the future;
- 15.2.4 Not to object or do or agree to do anything which will delay, hinder or prevent the Retained Land Development in accordance with Retained Land Planning Permission, PROVIDED THAT the development or preparation of the Property for Educational Use in accordance with a Planning Permission shall not be a breach of this obligation and PROVIDED ALSO THAT nothing in this clause shall be interpreted as fettering or restricting the Transferee's discretion as a local authority and provided that nothing in this subclause 15.2.4 shall prevent the Transferee raising reasonable comments or objections to any planning application.
- 15.2.5 Not to Dispose of the whole of any part of the Property without first procuring that the intended disponee enters into a deed of covenant with the Transferor to observe and perform the covenants set out in clause 17.1, provided that the Transferor need not execute the same and save that a deed of

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

covenant shall not be required in the event of a Transferee Excluded Disposition.

- 15.2.6 Not to cause or permit any building structure, landscaping or works on the Property to obstruct or interfere with any sight lines or visibility splays required by the local planning or highways authorities in respect of the development of the Retained Land or of any rights or entitlements to light, air and support in favour of the Retained Land.

16 Restrictive Covenants by the Transferor

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

- 16.1.1 not knowingly to obstruct or interfere with or permit to be obstructed or interfered with the exercise of the rights granted in favour of the Property pursuant to clause 13 provided that temporary obstruction or interference of the exercise of the rights where reasonably required for the purpose of carrying out or preparing for the construction, laying, re-laying, diverting, altering renewing, repairing, maintaining, inspecting, cleaning of the Estate Roads and/or Service Media or in the exercise of the rights reserved in clause 14.1 for the Retained Land shall not amount to a breach;
- 16.1.2 not to do or cause or permit to be done on the Retained Land anything which may become or cause a statutory nuisance injury or physical damage to the Transferee or any other owners or occupiers of the Property provided that the Retained Land Development (and subsequent occupation) shall not amount to a breach;
- 16.1.3 not to deposit any debris, waste or hazardous materials (including waste pollutants, contaminants or other substances including liquids, solids, gases, ions and noise) that may be harmful to human health or other life or to the environment or to property that would prejudice the development of the Property for Educational Use and in accordance with the Planning Permission or otherwise;
- 16.1.4 not to Dispose (other than by way of a Transferor Excluded Disposition) without first procuring that the intended Donee contemporaneously enters into a Retained Land Deed of Covenant and to supply a copy of any Retained Land Deed of Covenant to the Transferee upon written request;

17 Positive Covenants by the Transferee

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

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

the Retained Land Development) and/or to ensure the construction, maintenance and adoption of the Estate Roads and Service Media PROVIDED THAT:

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

17.1.2 the Transferee shall not be obligated to enter into any Statutory Agreement that shall have a material adverse effect on the use of the Property for Educational Use;

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

17.2 The Transferee for the purpose of affording to the Transferor a full and sufficient indemnity against all actions claims and liabilities arising out of any future breach non-observance or non-performance but not further or otherwise hereby covenants with the Transferor that the Transferee as from the date of this Transfer will comply with the Incumbrances and the Section 106 Agreement so far as they are enforceable and affect the Property

18 Positive covenants by the Transferor

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

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

18.1.2 the Transferor shall not be obligated to enter into any Statutory Agreement that shall have a material adverse effect on the Retained Land Development;

18.2 The Transferor covenants with the Transferee that the Transferor will use all reasonable endeavours to assist the Transferee, providing the Transferor has a legal interest in the Retained Land, in respect of discharging any planning condition contained in the Planning Permission which involve works to the Retained Land.

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

19 Excluded Disposition by Transferee

The Transferee and Transferor confirms that the restriction referred to at clause 21.1 shall no longer be required on the title to any part of the Property that has been the subject of a Transferee Excluded Disposition and the Transferor consents (for the purposes of paragraph 98 of the Land Registration

Rules 2003 or such successor or replacement legislation) to the withdrawal of the restriction referred to at clause 21.1 in respect of any part of the Property that has been the subject of a Transferee Excluded Disposition and the submission by of a form RX4 (or such replacement Land Registry form for the withdrawal of a restriction) for the withdrawal of the restriction from the part(s) of the Property which are the subject of such Transferee Excluded Disposition and irrevocably authorises the Transferee to sign and submit such form RX4 (or such replacement Land Registry form for the withdrawal of a restriction) PROVIDED THAT where the Transferee Excluded Disposition is any Disposal other than a freehold transfer, the restriction shall continue to be required on the freehold title to the Property (or the relevant part of the Property) following the grant of the relevant Transferee Excluded Disposition.

20 Excluded Disposition by Transferor:

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

21 Agreements and Declarations

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

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

- 21.2** A person who is not a party to this Transfer shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

- 21.3** The Transferor and the Transferee declare that section 62 Law of Property Act 1925 does not apply to this transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property by this transfer except for those expressly granted by this Transfer.

- 21.4** The Transferor hereby applies to the Registrar for entry of a restriction on the registers of title to the Retained Land in the following terms:

"No transfer or lease of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 16.1.4 of the transfer dated [] made between (1) [] and (2) Hertfordshire County Council have been complied with or that they do not apply to the disposition."

- 21.5** The Transferor and Transferee agree and undertake with each other that they will co-operate with each other and act in good faith with each other and so as not to ransom each other and will without unreasonable delay join in any necessary agreements reasonably required by the other for the development of either party's land and/or the adoption of any Estate Roads or access roads and footpaths, estate sewers and any Service Media and any connections thereto (subject to any reasonable indemnities being given and reasonable provision for costs being made and the party being required to enter into the same approving the form thereof (such approval not to be unreasonably withheld or delayed).

SCHEDULE

Form of Retained Land Deed of Covenant

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

BETWEEN:

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

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

RECITALS

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

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

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

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

(E) Pursuant to clause 16.1.4 of the Transfer, the Covenantor is required to enter into this deed of covenant to observe and

perform the covenants set out in clauses 18.1, 18.2 and 18.3 of the Transfer

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

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

2 COVENANT

- 2.1** *The Covenantor hereby covenants with the Covenantee for the benefit of the Property and so as to bind the Covenantor's Land that the Covenantor and its successors in title to the Covenantor's Land will at all times hereafter observe and perform the covenants and obligations set out or referred to in clauses 18.1, 18.2 and 18.3 of the Transfer in so far as the same relate to or affect the Covenantor's Land as if the same were set out in full in this deed and as if references therein to the Transferor were references to the Covenantor and as if references therein to the Retained Land were references to the Covenantor's Land.*
- 2.2** *The Covenantor covenants with the Covenantee to indemnify and keep indemnified the Covenantee against all actions, proceedings, costs, claims, expenses, demands and liabilities arising directly or indirectly from any breach, non-observance or non-performance of the covenants and obligations referred to in clause 2.1 above in relation to the Covenantor's Land.*

3 RELEASE

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

4 GOVERNING LAW AND JURISDICTION

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

5 THIRD PARTY RIGHTS

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

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

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

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

Signature of Covenantor:

Witness signature:

Witness name:

Witness address:

OR

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

Director signature:

Director name (print):

Director/Secretary signature:

Director/Secretary name (print):

[Witness signature:]

[Witness name:]

[Witness address:]

[END OF RETAINED LAND DEED OF COVENANT]

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

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

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

Remember to date this deed in panel 4.

6 Execution

[Execution clause for Transferor]

THE COMMON SEAL of)

Hertfordshire County Council

was hereunto affixed to this deed)

in the presence of :-)

Authorised Signatory:

Print Name & Position:

WARNING

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

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

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

IN WITNESS whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the date first above written

THE COMMON SEAL of)

EAST HERTFORDSHIRE DISTRICT COUNCIL)

was hereunto affixed in the presence of:)

Authorised Signatory

THE COMMON SEAL of)

HERTFORDSHIRE COUNTY COUNCIL)

was hereunto affixed in the presence of:)

Authorised Signatory

EXECUTED AS A DEED BY

DEELEY FARMS LIMITED

acting by a Director

Signature
[Director]

in the presence of:

Witness
Signature

W I T N E S S

Name

Address

Occupation

SIGNED AS A DEED BY

WARREN GEORGE SCOTT

in the presence of:

S
S
E
N
T
I
W

Name

Address

Occupation

Witness
Signature

SIGNED AS A DEED BY

ROBERT EDWARD SCOTT

in the presence of:

Witness Signature

Name

Address

Occupation

SIGNED as a DEED by

LOUISE MARGARET LEWIS

as executor of the Estate of

Eric Thomas Deeley, deceased

in the presence of:

.....

Witness' Signature:

Witness' Name:

Witness' Address:

SIGNED as a DEED by

VALERIE OLIVE DEELEY

as executor of the Estate of

Eric Thomas Deeley, deceased

in the presence of:

.....

Witness' Signature:

Witness' Name:

Witness' Address:

SIGNED as a DEED by

**CHARLOTTE VICTORIA
ROSE WALKER**

as executor of the Estate of

Eric Thomas Deeley,
deceased

in the presence of:

.....

Witness' Signature:

Witness' Name:

Witness' Address:

EXECUTED AS A DEED BY

HYDE PARK FINANCE LIMITED

acting by a Director

Signature
[Director]

in the presence of:

Witness
Signature

W
I
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E
S
S

Name

Address

Occupation

EXECUTED AS A DEED BY

HALLAM LAND MANAGEMENT LIMITED

acting by a Director

Signature
[Director]

in the presence of:

Witness
Signature

W I T N E S S

Name

Address

Occupation