

DATED

21st January

20245

(1) BLOOR HOMES LIMITED

- and -

(2) HINCKLEY AND BOSWORTH BOROUGH COUNCIL

- and -

(3) LEICESTERSHIRE COUNTY COUNCIL

DEED

**under Section 106 and 106A of the Town and Country Planning Act 1990
relating to land at Dodwells Road, Hinckley**

THIS DEED is made the 21st day of January 2024 5
BETWEEN

- (1) **BLOOR HOMES LIMITED** (company registration number 02162561) whose registered office is at Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP ("the Owner")
- (2) **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester, LE3 8RA ("the County Council")
- (3) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Council Offices, Argents Mead, Hinckley LE10 1BZ ("the Council")

WHEREAS

A) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 and is a Principal Council for the purposes of the Local Government Act for the area in which the Site is situated

B) The County Council is a local planning authority responsible for the provision of education facilities waste highways and libraries for the area in which the Site is situated

C) The Owner is the freehold owner of the Site registered under title numbers LT533259 and has

acquired title numbers LT270966 and LT523241 pursuant to a transfer dated 31st May 2024 made between (1) Jelson Limited and (2) the Owner ("Transfer") and has applied to register the Transfer at

D) The Application was received and validated by the Council on 12 June 2023. HM Land Registry.

E) The Council has resolved pursuant to delegated powers to grant Planning Permission pursuant to the Application subject to the completion of this Deed

OPERATIVE PROVISIONS

1. Interpretation

1.1 In this Deed (including for the avoidance of doubt the Recitals above) the following words and expressions shall have the following meaning:

"the Act"	means the Town and Country Planning Act 1990
"Accessible Natural Green Space"	means the areas shown pink on the On Site Open Space Area(s) Plan
"Additional First Homes Contribution"	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 4.8, 4.9 or 6 of Part

	2, Schedule 2, the lower of the following two amounts: (a) 30% of the proceeds of sale; and (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home
"Application"	means the application for full planning permission submitted to the Council for the Development and allocated reference number 23/00573/FUL
"Affordable Housing"	has the meaning given to it in Annex 2 of the "National Planning Policy Framework December 2023" (as updated from time to time) but shall be restricted to Affordable Rented Units, Shared Ownership Units and First Homes and provided to eligible household whose needs are not met by the market
"Affordable Housing Commuted Sum"	the sum payable in accordance with paragraph 3.7 of Part 1 of the Second Schedule and calculated in accordance with the Council's adopted policy at the relevant time with an adjustment in respect of any Giftable Affordable Housing Units

"Affordable Housing Provider"	means either the Council or a private registered provider (as defined in section 80 of the Housing and Regeneration Act 2008);
"Affordable Housing Scheme"	means a scheme for the Site to be submitted to and agreed by the Council for the provision of Affordable Housing within the Development which shows the tenures of the 31 Dwellings to be provided as Affordable Housing Units in accordance with the Affordable Housing Tenure Mix
"Affordable Housing Tenure Mix"	means the mix of tenures of the Affordable Housing Units which shall be: 15 Affordable Rented Units 8 Shared Ownership Units 8 First Homes or such other mix of tenures as shall be agreed in writing
"Affordable Housing Unit(s)"	means those 31 Dwellings on the Development that are Affordable Housing and within an Affordable Housing Scheme complying with the definition of Affordable Housing
"Affordable Rented Unit"	means those 15 Affordable Rented Units to be let by the Affordable Housing Provider to households who are eligible for such housing and subject to rent controls that require a rent of no more than 80% of local market rent (including service charges, where applicable) or the Local Housing Allowance whichever is the lesser
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil

	partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
"Bus Passes"	means a bus pass entitling the holder of the bus pass to travel free of charge on local bus services for a period of 6 months to be provided to the first occupant(s) of each Dwelling in accordance with paragraph 2 of the Seventh Schedule to encourage new residents to use local bus services as an alternative to the private car to establish changes in travel behaviour
"Bus Passes Contribution"	means the sum of £149,940.00 (Indexed) towards provision of Bus Passes to first occupant(s) of each Dwelling by the County Council
"Casual/Informal Open Space"	means the areas shown green on the On Site Open Space Area(s) Plan
"Chargee"	means any mortgagee or chargee (including any security trustee) of the Affordable Housing Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant by such mortgagee or chargee (including any security trustee) to the Law of Property Act 1925 or otherwise
"Completion Certificate"	means a certificate(s) issued by the Council confirming that works have been completed in accordance with the approved On Site Open Space Scheme and the Maintenance Period may commence
"Compliance Certificate"	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 4.2 of

	Part 2 of the Second Schedule applies the Eligibility Criteria (Local)
"Commencement of Development"	means the earliest date on which any of the material operations (as defined by Section 56(4) of the Act) pursuant to the implementation of the Development is begun on the Site save that irrespective of the provisions of Section 56(4) of the Act none of the following operations shall constitute a material operation for the purposes of constituting Commencement Development (i) trial holes or other operations to establish the ground conditions of the Site, site survey work, or works of remediation (ii) archaeological investigations on the Site (iii) any works of demolition or site clearance (iv) any structural or landscaping works (v) ecological or nature conservation works and surveys associated with the Development (vi) construction of boundary fencing or hoardings or any temporary means of enclosure site compounds or cabins (vii) construction of access or highway works and any associated diversion or laying of services (viii) temporary display of site notices or advertisements (ix) any other preparatory works agreed in writing with the Council and "Commence" and "Commenced" shall be construed accordingly
"Council Monitoring Costs Contribution"	means a contribution in the sum of £558.00 per contribution x 8 = £4,464.00 towards the costs of

	monitoring the contributions as detailed within the legal agreement;
“County Council Monitoring Contribution”	means the sum of three hundred pounds (£300.00) or 0.5% (whichever is greater) per financial obligation in favour of the County Council towards the County Council's costs of monitoring compliance with this Deed
“the Development”	means the development carried out pursuant to the Planning Permission
“Discount Market Price”	means a sum which is the Market Value discounted by 30%
“Disposal”	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 5 of Part 2 of the Second Schedule (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner (c) an Exempt Disposal and “Disposed” and “Disposing” shall be construed accordingly
“Dwelling”	means a residential dwelling on the Development
“Early Years Contribution”	means the sum of £238,628.00 (Indexed) to accommodate the early learning capacity issues created by the proposed Development at Battling Brooke Primary School, a new school being built or, by improving, remodelling, or enhancing

	existing facilities at other schools or other early learning provision within the locality of the Development
"Eligible Household"	means households whose needs are not met by the market having regard to local incomes and local house prices
"Eligibility Criteria (National)"	means criteria which are met in respect of a purchase of a First Home if: (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and (b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National)
"Eligibility Criteria (Local)"	means criteria (if any) published by the Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if: (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and (b) any or all of criteria (i) (ii) and (ii) below are met: (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or

	(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker it being acknowledged that at the date of this agreement the Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home
"Exempt Disposal"	means the Disposal of a First Home in one of the following circumstances: (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 6 of Part 2 of the Second Schedule shall apply to such sale) Provided that in each case other than (d) the person to whom the disposal is made complies

	with the terms of paragraph 5 of Part 2 of the Second Schedule
"Final Certificate"	means a certificate(s) issued by the Council confirming that works have been maintained in accordance with the approved On Site Open Space Scheme during the Maintenance Period
"First Homes"	means those 8 Dwellings which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap
"First Homes Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: (a) the Owners; or (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or a tenant or sub-tenant of a permitted letting
"First Time Buyer"	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
"Giftable Affordable Housing Units"	Affordable Housing Units to be gifted to the Council by the Owner in accordance with the terms of the Second Schedule, the number and identity of which shall be calculated in accordance with the Eighth Schedule
"Healthcare Contribution"	means the sum of £118,483.20 which shall be increased in accordance with Clause 16 Indexed and used towards improvements at Hollycroft Medical Centre or alternative surgeries in the

	locality which will serve residents of the Development
"Income Cap (Local)"	means such local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this agreement the Council has not set an Income Cap (Local)
"Income Cap (National)"	means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home
"Index"	means the BCIS All-in Tender Price Index issued by the Royal Institution of Chartered Surveyors or any successor and the term "Indexed" shall be construed accordingly
"Interest"	means interest at 4% above the base lending rate of Barclays Bank Plc from time to time
"Key Worker"	means such categories of employment as may be designated and published by the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker

"Library Contribution"	means the sum of £4620.25 (Indexed) to provide improvements to Hinckley library and its facilities, including, but not limited to, books, materials, or associated equipment or to reconfigure the internal or external library space to account for additional usage as a result of this Development.
"Local Connection Criteria"	means such local connection criteria as may be published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal
"Management Company"	means a limited company registered at Companies House which may already be in existence or which may be formed by the Owners for the purpose of carrying out future maintenance of the On Site Open Space and:- 1) which is incorporated in England, Wales or Scotland 2) which has its registered office in England; and whose primary objects permit it to maintain and renew the On Site Open Space
"Management Company Scheme"	means a written scheme prepared by the Owner for setting up of the Management Company or Companies expressing the name of the proposed company and how it is intended to carry out the functions of the Management Company
"Maintenance Period"	means an initial period of 12 months which initial period shall be capable of being extended in the event the provisions of paragraph 1.6 of the Third

	Schedule apply in relation to the On Site Open Space
"Market Dwelling(s)"	means a dwelling to be erected as part of the Development other than an Affordable Housing Unit constructed pursuant to the Planning Permission
"Market Value (First Homes)"	means the open market value as assessed by a Valuer of Dwellings as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or security purposes and "Occupy" "Occupied" and "Occupant" shall be construed accordingly
"On Site Open Space Area(s)"	means together and as shown on the On Site Open Space Area(s) Plan the Accessible Natural Green Space, the Casual/Informal Open Space and all other areas of landscaping and accessible green space which will not be comprised within residential curtilages and which will be in accordance with the Planning Permission
"the On Site Open Space Area(s) Plan"	means the plan at Appendix 2 showing the On Site Open Space Area(s)
"On Site Open Space Area Maintenance Scheme"	means the scheme for the future maintenance and management of the On Site Open Space Area to

	be submitted to the Council in accordance with the provisions of the Second Schedule
“On Site Open Space Maintenance Scheme”	means a scheme for the future maintenance of the area of On Site Open Space to be provided within the Development
“Open Market Value”	means calculated in accordance with the definition of ‘market value’ in the edition of the Royal Institution of Chartered Surveyor’s Appraisal and Valuation Standards at the relevant time, but on the basis of any assumptions set out in this Deed to be calculated by calculating the average of two independent valuations conducted by appropriately qualified persons
“Open Space Document Review Fee”	means £327 for each document submitted in respect of the approval of the Management Company Scheme for the On Site Open Space Areas
“Open Space Inspection Fee”	means a £219 for each pre-arranged inspection of the On Site Open Space Areas
“Plan 1”	means the plan marked as such and attached to this Deed
“Planning Permission”	means the planning permission in the form of the draft attached at the First Schedule issued pursuant to the determination of the Application
“Post 16 Education Contribution”	means the sum of £97,582.02 (Indexed) towards provision of places at the Hinckley School or such other Post 16 school as will provide additional capacity to accommodate pupil growth from the Development
“Price Cap”	means the amount for which the First Home is sold after the application of the Discount Market Price

	which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State
"Relevant Health Body"	means the GP Service which it is confirmed is the appropriate body to receive the Healthcare contribution being Barwell Medical Centre and Hollycroft Medical Centre
"Secondary Education Contribution"	means the sum of £456,749.68 (Indexed) towards provision of places at Redmoor Academy or such other secondary school as will provide additional capacity to accommodate pupil growth from the Development
"SEND Education Contribution"	means the sum of £86,366.10 (Indexed) towards provision of places at the Dorothy Goodman School such SEND school as will provide additional capacity to accommodate pupil growth from the Development
"Shared Ownership Lease"	means a lease for a Shared Ownership Dwelling the terms of which provide for ownership to be shared between the occupier and a landlord under which the occupier owns part of the equity in the leasehold title and pays a rental on the balance of the equity held in the leasehold interest such lease to include the Homes England model clauses for shared ownership dwellings published from time to time
"Shared Ownership Units"	means those 8 Shared Ownership Units let by an Affordable Housing Provider to qualifying persons on a Shared Ownership Lease

"Site"	means the land against which this Deed may be enforced as shown edged red on Plan 1 at Appendix 1
"Travel Pack(s)"	means a pack of information prepared by the County Council containing details of local walking and cycling routes, local bus services/stops/timetables including details of the Bus Pass application forms, shops and other local amenities and details of any community transport, car sharing or car club scheme operating in the vicinity of the Site
"Travel Packs Contribution"	means the sum of £8086.05 (Indexed) towards the provision of Travel Packs
"Travel Plan"	means the travel plan submitted by the Owner to the County Council for the encouragement of sustainable travel to and from the Development
"Travel Plan Co-ordinator"	means the person appointed by the Owner and approved by the County Council who shall be responsible for managing on behalf of the Owner the implementation, monitoring, progression, reporting and review of the Travel Plan in order to achieve its objectives and targets, to be appointed from the date of Commencement of Development to the date five years following first Occupation of the final Dwelling
"Travel Plan Monitoring Contribution"	means £6,000.00 towards enabling the County Council to provide support to the Travel Plan Co-ordinator, audit annual Travel Plan performance reports and to ensure that Travel Plan outcomes are being achieved, and to allow the County Council to take responsibility for any necessitated planning enforcement

"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity
"Waste and Recycling Contribution"	means the sum of £7,578.09 (Indexed) for site reconfiguration and/or development of waste infrastructure to increase the capacity for the Barwell Household Waste Recycling Centre (HWRC) or any other HWRC directly impacted by this Development

2. **Construction of this Deed**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 2.2 In the event of any conflict between the provisions of this Deed and any document annexed hereto as referred to herein the terms and conditions of this Deed will prevail
- 2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner
- 2.5 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality) and reference to a company shall include any company corporation
- 2.6 Any reference to an Act of Parliament shall include any modification, extension, re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.7 References to the Council, the County Council or the Owner shall include their successors in title and assigns and to any person deriving title through or under or the successors to their respective statutory functions
- 2.8 the headings and contents list are for reference only and shall not affect construction

- 2.9 any covenant or obligation by any party not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done

3. **Legal Basis**

- 3.1 The Deed is made pursuant to Section 106 and 106A of the Act and the covenants and obligations in this Deed are planning obligations for the purposes of Section 106 of the Act so as to bind the Site and each and every part thereof and are enforceable by the Council as the Local Planning Authority against the Owner its successors in title and assigns and the other parties to this Deed

- 3.2 To the extent that any of the obligations covenants restrictions and requirements contained herein are not planning obligations within the meaning of Section 106 of the Act they are entered into pursuant to Section 111 of the Local Government Act 1972 , Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations hereto.

- 3.3 Pursuant to Section 106A of the Act the parties hereby agree that the planning obligation dated 26 April 2018 under section 106 of the Act relating to the Site and entered into by John W Sheppard (Wykin) Limited, Bloor Homes, the Council and the County Council shall from Commencement in accordance with clause 4 below permanently cease to bind those parts of the Site to which it applies and shall be superseded by this Deed.

4. **Commencement**

This Deed is conditional upon:

- 4.1 the grant of Planning Permission; and
4.2 the Commencement of Development

SAVE THAT this clause 4, clause 7 and clauses 9 – 22 shall take effect from the date on which this Deed is completed

5. **Covenants by the Owner**

- 5.1 The Owner covenants with the Council as set out in Second, Third and Fourth Schedules.
5.2 The Owner covenants with the County Council as set out in the Fifth Schedule.

6. **Further Covenants by the Owner**

- 6.1 The Owner shall pay to the Council and the County Council on execution of this Deed the reasonable legal costs and monitoring incurred in the negotiation, preparation and execution of this Deed up to a maximum of £3000 in respect of the Council and £1,900.00 in respect of the County Council

7. Future Permissions

- 7.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

8. The Council and County Council's Covenants

- 8.1 The Council covenants with the Owner as set out in the Sixth Schedule
- 8.2 The County Council covenants with the Owner as set out in the Seventh Schedule

9. Miscellaneous

- 9.1 Unless expressly stated no provisions of this Deed confer any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999
- 9.2 This Deed shall be registrable as a local land charge by the Council
- 9.3 Where the agreement, approval, consent or expression of satisfaction is required by the parties hereto under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction required to be given on behalf of:
- 9.3.1 the Council shall be in writing by the Head of Planning following the performance and satisfaction of all the obligations contained in this Deed the Council shall on written request from the Owners effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed and
- 9.3.2 the County Council shall be in writing to the Head of Planning and Historic and Natural Environment .
- 9.4 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 9.5 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 or otherwise withdrawn

or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development

9.6 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 nor shall any sum be payable to the Council or the County Council pursuant to this Agreement in respect of any development carried out pursuant to such further planning permission

9.7 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes by laws statutory instruments orders and regulations in the exercise of their functions as a local authority and such rights discretions powers duties and obligations may be as fully and effectively exercised as if the Council were not a party to this Deed

10. Enforceability and Liability

10.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site (or whilst it shall have no interest in the Site or any part of it) but without prejudice to liability for any subsisting breach arising prior to parting with such interest AND a person having only the benefit of any licence easement or covenant over or in respect of the Site or any part of it shall be deemed to have parted with its interest in the entire Site (or to have no interest in the Site or any part of it) for the purposes of this clause

10.2 This Deed shall not be enforceable against owners-occupiers or tenants (or their mortgagees or chargees) of Dwellings nor against those deriving title from them

10.3 A Statutory undertaker who acquires any part of the Site or any interest in it for the purposes of the supply of electricity gas water drainage or telecommunication services is not to be treated as a person deriving title from the Owners for the Purposes of Section 106 (3) of the Act

10.4 The covenants contained in this Agreement shall not be enforceable against any Affordable Housing Provider acquiring an interest in the Site pursuant to the Second Schedule of save that such Affordable Housing Provider shall be bound by the provisions of the said Second Schedule.

11. Council's Discretion

11.1 FOR THE AVOIDANCE OF DOUBT nothing herein contained shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council and County

Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority

12. CIL

- 12.1 If at any time hereafter a CIL becomes payable in respect of the Development or any part of it, the parties will use reasonable endeavours to agree (where legally necessary) variations to this Deed with the intent that the planning benefits of this Deed should continue to be secured and delivered and all physical works required to be provided hereunder are carried out (whether for physical, social or green infrastructure) BUT THAT the Owner shall not be in a position where they are required to pay twice for the same item of infrastructure

13. Waiver

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

14. Change in Ownership

- 14.1 The Owner agrees to give the Council and County Council immediate written notice of any change in ownership of any of its interests in the Site occurring before or all the obligations under this Deed has been discharged (save that the Owner shall not be required to give notice of the change in ownership in relation to any of the persons against whom the obligations herein are not enforceable as identified in clause 10) such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan
- 14.2 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid recorded delivery post
- 14.3 The address for service of any such notice, consent or approval as aforesaid shall be:
- 14.3.1 in the case of service upon the Council addressed to Head of Planning and
- 14.3.2 in the case of the County Council addressed to Team Manager, Planning Obligations and Systems Team, Planning and Historic and Natural

Environment Department, County Hall, Glenfield, LE3 8RA or such other address for service as shall have been previously notified by the County Council to the Owners; and

- 14.3.3 in the case of the Owner to the addresses stated at the beginning of this Deed or such other address for service as shall have been previously notified by the Owner to the Council and County Council
- 14.4 A notice, consent or approval required or authorised to be given under this Deed shall be deemed to be served as follows:
 - 14.4.1 if personally served at the time of delivery and if posted at the time when it would be received in the ordinary course of business
 - 14.4.2 to prove such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice, consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope

15. **Dispute Resolution**

- 15.1 In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the president (or equivalent person) for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties to the dispute or difference and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares
- 15.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 15.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares

- 15.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation
- 15.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days
- 15.5 The provisions of this clause shall not affect the ability of the Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief
16. **Indexation**
- 16.1 Any sum payable pursuant to the Fourth and Fifth Schedules (excluding the Travel Plan Monitoring Contribution) shall be increased in accordance with any proportional increase in the Index from the date of this Deed to the date upon which payment is made SAVE FOR the Post 16 Education, Secondary Education and SEND Education Contributions which will be from the 1st July 2021 to the date of payment and for the Early Years Contribution from the 1st June 2023 to the date of payment.
17. **Interest**
- 17.1 If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment
18. **VAT**
- 18.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable
19. **Jurisdiction**
- 19.1 This Deed is governed by and interpreted in accordance with the laws of England and Wales
20. **Section 73 Variations**
- 20.1 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the Act in respect of the

conditions relating to the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Application and the Development (where agreed in writing by the parties) shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly

21. Delivery

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

IN WITNESS WHEREOF the parties hereto have executed this Deed on the day and year first before written.

FIRST SCHEDULE
DRAFT PLANNING PERMISSION

This is a Draft Decision Only.

Hinckley & Bosworth Borough Council

Town and Country Planning Act 1990

Name and Address of Applicant

Sally Smith
Bloor Homes East Midlands
C/o Agent

Name and Address of Agent (if any)

Mr Mark Rose
Define Planning & Design Ltd
Unit 6
133-137 Newhall Street
Birmingham
B3 1SF

Part I - Particulars of Application

Date of Application

12 June 2023

Application No.

23/00573/FUL

Particulars and location of development :

Full planning application for 153 dwellings with a vehicular access from the factory access road and existing roundabout on the A47, drainage, landscaping, public open space, ground remodelling and supporting infrastructure and utilities.

Land To The West Of Normandy Way Hinckley Leicestershire

Part II - Particulars of decision

In dealing with the application, through ongoing negotiation the local planning authority have worked with the applicant in a positive and proactive manner by offering a pre-application advice service and by seeking solutions to problems arising in relation to dealing with the planning application and this has resulted in the approval of the application. The Local Planning Authority has therefore acted pro-actively to secure a sustainable form of development in line with the requirements of the National Planning Policy Framework (paragraph 38) and in accordance with the Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended).

In pursuance of its powers under the Town and Country Planning Act 1990, the Hinckley and Bosworth Borough Council grants permission for the carrying out of the development referred to in Part I hereof in accordance with the application form and plans submitted, subject to the following conditions :-

1. The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990, as amended by the Planning and Compulsory Purchase Act 2004.

2. The development hereby permitted shall not be carried out otherwise than in complete accordance with the submitted application details, as follows:

Application Plans within the schedule of application documents - DE_155I_Hinckley P4 FPA -

IMPORTANT - PLEASE READ THE NOTES AT THE END OF THIS DOCUMENT

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Schedule of Application Documents_2024 07 11_MR - Received 11th July 2024.

Reason: To ensure a satisfactory form of development in accordance with Policies DM1 and DM10 of the Site Allocations and Development Management Policies Development Plan Document (2016).

3. Prior to the commencement of development, a Construction Environmental Management Plan shall be submitted to and agreed in writing by the LPA. The plan shall detail how, during the site preparation and construction phase of the development, the impact on existing and proposed residential premises and the environment shall be prevented or mitigated from dust, odour, noise, smoke, light and land contamination. The plan shall detail how such controls will be monitored. The plan will provide a procedure for the investigation of complaints. The agreed details shall be implemented throughout the course of the development.

Site preparation and construction shall be limited to the following hours:

Monday - Friday 07:30 - 18:00

Saturday 08:00 - 13:00

No working on Sundays and Bank Holidays.

Reason: To ensure that the proposed use does not become a course of annoyance to nearby residents in accordance with Policy DM10 of the Site Allocations and Development Management Policies Development Plan Document (2016).

4. Development shall not begin until a scheme to provide a sustainable surface water drainage system in accordance with the Addendum Flood Risk Assessment dated April 2023 has been submitted to and approved by the Local Planning Authority, and the scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

Reason: To prevent any increase in flood risk, maintain the existing surface water runoff quality and to prevent damage to the final water management systems through the entire development construction phase in accordance with Policy DM7 of the Site Allocations and Development Management Policies DPD.

5. Prior to the commencement of development details in relation to the management of surface water on site during construction of the development shall be submitted to, and approved in writing by, the Local Planning Authority. Details should demonstrate how surface water will be managed on site to prevent an increase in flood risk during the various construction stages of development from initial site works through to completion. This shall include temporary attenuation, additional treatment, controls, maintenance and protection. Details regarding the protection of any proposed infiltration areas should also be provided.

Reason: To prevent any increase in flood risk, maintain the existing surface water runoff quality and to prevent damage to the final water management systems through the entire development construction phase in accordance with Policy DM7 of the Site Allocations and Development Management Policies DPD.

6. Prior to the commencement of development details in relation to the long-term maintenance of the sustainable surface water drainage system on the development shall be submitted to and approved in writing by the Local Planning Authority. Details of the SuDS Maintenance Plan should include for routine maintenance, remedial actions and monitoring of the separate elements of the system and should also include procedures that must be implemented in the event of pollution incidents within the development site.

Reason: To establish a suitable maintenance regime that may be monitored over time; that will ensure the long-term performance, both in terms of flood risk and water quality, of the sustainable drainage system within the proposed development in accordance with Policy DM7 of the Site Allocations and Development Management Policies DPD.

7. No development approved by this planning permission shall take place until such time as infiltration testing has been carried out (or suitable evidence to preclude testing) to confirm or otherwise, the suitability of the site for the use of infiltration as a drainage element, has been submitted to and approved in writing by the Local Planning Authority.

Reason: To demonstrate that the site is suitable (or otherwise) for the use of infiltration techniques as part of the drainage strategy in accordance with Policy DM7 of the Site Allocations and Development

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Management Policies DPD.

8. No works shall commence on site until full details of the finished floor levels for each of the approved dwellings has been submitted to and approved in writing by the local planning authority. The scheme shall be implemented in full accordance with the approved details.

Reason: To ensure that the development has a satisfactory appearance in accordance with Policies DM4 and DM10 of the SADMP (2016).

9. The development of any dwelling shall not exceed the damp proof course stage until a scheme for protecting the proposed dwellings from noise from the adjacent road network and the adjacent factory has been submitted to and approved by the Local Planning Authority b) All works which form part of the scheme shall be completed before any of the permitted dwellings are first occupied.

Reason: To ensure that prospective occupiers of the dwellings hereby approved do not experience unacceptable levels of noise and disturbance in accordance with Policy DM10 of the Site Allocations and Development Management Policies Development Plan Document (2016).

10. No part of the residential development hereby permitted shall be occupied until such time as the access arrangements shown on Capricorn Transport Planning Consulting drawing number: C21021-DR101, 'Development Access Option 1', Revision B, dated 19 June 2024 have been implemented in full.

Reason: To ensure that vehicles entering and leaving the site may pass each other clear of the highway, in a slow and controlled manner, in the interests of general highway safety and in accordance with the National Planning Policy Framework (December 2023).

11. No part of the development shall be occupied until such time as the offsite works are provided in general accordance with Capricorn Transport Planning Consulting drawing number: C21021-DR104, 'Normandy Way / Outlands Drive Toucan Crossing', Revision A, have been implemented in full.

Reason: To mitigate the impact of the development, in the general interests of highway safety and in accordance with the National Planning Policy Framework (December 2023).

12. No part of the development hereby permitted shall be first occupied until an amended Travel Plan which sets out actions and measures with quantifiable outputs and outcome targets (reflecting discussions between the applicant and the LHA) has been submitted to and agreed in writing by the Local Planning Authority. Thereafter the agreed Travel Plan shall be implemented in accordance with the approved details.

Evidence that the pre-occupation elements of the approved Travel Plan have been put in place shall be prepared, submitted to and approved in writing by the Local Planning Authority. The developer shall then enable the Highways Authority to implement, monitor and review the approved Travel Plan to the satisfaction of Local Planning Authority unless agreed in writing by the Local Planning Authority.

Reason: To support sustainable transport objectives including a reduction in private vehicular journeys and the increased use of public transport, walking, wheeling and cycling in accordance with Policy DM17 of the SADMP and the National Planning Policy Framework (December 2023).

13. Notwithstanding the details in the submitted Travel Plan and Transport Assessment, an updated Public Transport Strategy for a minimum duration of five years shall be submitted to and approved in writing by the Local Planning Authority to include full details of the proposed destinations, routes, days and hours of operation, frequency and duration of provision of daily bus service(s) to serve the development and arrangements for the periodic review of the above, prior to occupation of the first dwelling. The bus service(s) shall be provided thereafter in accordance with the approved Strategy.'

Reason: To reduce the need to travel by single occupancy vehicle and to promote the use of sustainable modes of transport in accordance with the National Planning Policy Framework (December 2023).

14. No residential unit shall be occupied until the parking and any turning facilities associated with that unit have been implemented in accordance Bloor Homes drawing number: Bloor Homes drawing number: M1100-HL-101FUL-C, 'Highways Layout - Full'. Thereafter the onsite parking provision shall be so

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maintained in perpetuity.

Reason: To ensure that adequate off-street parking provision is made to reduce the possibility of the proposed development leading to on-street parking problems locally and to enable vehicles to enter and leave the site in a forward direction in the interests of highway safety and in accordance with the National Planning Policy Framework (December 2023).

15. Any dwellings that are served by private access drives and any turning spaces shall not be occupied until such time as the private access drive that serves those dwellings has been provided in accordance with Figure DG17 of the Leicestershire Highway Design Guide. The private access drives should be surfaced with tarmacadam, or similar hard bound material (not loose aggregate) for a distance of at least five metres behind the highway boundary and, once provided, shall be so maintained in perpetuity.

Reason: To ensure that vehicles entering and leaving the site may pass each other clear of the highway, and to reduce the possibility of deleterious material being deposited in the highway (loose stones etc.) in the interests of highway safety and in accordance with the National Planning Policy Framework (December 2023).

16. No part of the development hereby permitted shall be occupied until such time as 1.0 metre by 1.0 metre pedestrian visibility splays have been provided on the highway boundary on both sides of all private accesses with nothing within those splays higher than 0.6 metres above the level of the adjacent footway/verge/highway and, once provided, shall be so maintained in perpetuity.

Reason: In the interests of pedestrian safety and in accordance with the National Planning Policy Framework (December 2023).

17. No dwelling within the development hereby permitted shall be occupied until such a time as the length of the access road required to serve that dwelling has been surfaced with tarmacadam and once provided, shall be so maintained in perpetuity.

Reason: To reduce the possibility of deleterious material being deposited in the highway (loose stones etc.) in the interests of highway safety and in accordance with the National Planning Policy Framework (December 2023).

18. No development shall take place until a species mitigation and enhancement strategy has been submitted to and approved in writing by the LPA. As a minimum, this should detail the reasonable avoidance measures for badgers and great crested newts during the construction process, and enhancement measures such as integrated bird and bat boxes and native planting. Any enhancement measures need to be shown on all relevant submitted plans/elevations. All works are to proceed strictly in accordance with the approved scheme unless otherwise agreed in writing by the LPA.

Reason: In order to protect the protected wildlife species and their habitats that are known to exist on site to accord with in accordance with Policy DM6 of the Site Allocations and Development Management Policies Development Plan Document (2016).

19. No development shall take place (including ground works or vegetation clearance) until a Landscape and Ecological Management Plan (LEMP) has been submitted to and approved in writing by the LPA. The LEMP shall outline the management in order to deliver the target conditions for habitats to ensure a biodiversity net gain in both habitats and hedgerow units. The LEMP shall include the following details:

- a. description and evaluation of the features to be created/managed
- b. aims and objectives of management
- c. appropriate management options for achieving aims and objectives
- d. prescriptions for management actions
- e. work schedule
- f. species/seed mixes to be planted/sown
- g. ongoing monitoring and remedial measures

The approved LEMP shall be adhered to and implemented for a minimum of 30 years in accordance with the approved details, unless otherwise agreed in writing by the LPA.

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Reason: In order to ensure the delivery of 10% Biodiversity Net Gain, and to protect the protected wildlife species and their habitats that are known to exist on site to accord with in accordance with Policy DM6 of the Site Allocations and Development Management Policies Development Plan Document (2016).

20. Prior to occupation of the consented development, the improvement scheme at the A5/A47 Dodwells roundabout for as shown in general accordance with PJA drawing ref: 07839-TR-A-0001, titled A47 / Dodwells Roundabout Mitigation, as agreed with Highways Authorities, is completed and open to traffic. National Highways Planning Response (NHPR 22-12) December 2022

Reason: To mitigate any severe or unacceptable impact from the development on the A5 in accordance with paragraph 115 National Planning Policy Framework (December 2023) and paragraph 40 DfT Circular 01/2022.

21. Prior to the commencement of the development hereby permitted a Construction Traffic Management Plan shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Highway Authority for the A5. The plan shall include as a minimum:

- o details of any temporary accesses
- o construction traffic vehicle numbers
- o routing of construction traffic
- o measures to prevent dust and debris being deposited on the carriageway

Thereafter all construction activity in respect of the development shall be undertaken in full accordance with such approved details unless otherwise approved in writing by the Local Planning Authority in consultation with the Highways Authority.

Reason: To mitigate any adverse impact from the development on the A5 in accordance with DfT Circular 01/2022.

22. The soft landscaping scheme shall be maintained for a period of five years from the date of planting. During this period any trees or shrubs which die or are damaged, removed, or seriously diseased shall be replaced by trees or shrubs of a similar size and species to those originally planted at which time shall be specified in writing by the Local Planning Authority.

Reason: To ensure that the development has a satisfactory external appearance in accordance with Policies DM4 and DM10 of the Site Allocations and Development Management Policies DPD (2016).

NOTES TO APPLICANT :-

1. The decision is also conditional upon the terms of the planning agreement which has been entered into by the developer and the Council under Section 106 of the Town and Country planning Act 1990 (as amended).
2. The scheme shall include the utilisation of holding sustainable drainage techniques with the incorporation of sufficient treatment trains to maintain or improve the existing water quality; the limitation of surface water run-off to equivalent greenfield rates; the ability to accommodate surface water run-off on-site up to the critical 1 in 100 year return period event plus an appropriate allowance for climate change, based upon the submission of drainage calculations. Full details for the drainage proposal should be supplied including, but not limited to; construction details, cross sections, long sections, headwall details, pervious paving details, pipe protection details (e.g. trash screens), and full modelled scenarios for the 1 in 1 year, 1 in 30 year and 1 in 100 year plus climate change storm events.
3. Details should demonstrate how surface water will be managed on site to prevent an increase in flood risk during the various construction stages of development from initial site works through to completion. This shall include temporary attenuation, additional treatment, controls, maintenance and protection. Details regarding the protection of any proposed infiltration areas should also be provided.
4. Details of the surface water Maintenance Plan should include for routine maintenance, remedial actions and monitoring of the separate elements of the surface water drainage system that will not be adopted by a third party and will remain outside of individual householder ownership.

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5. The results of infiltration testing should conform to BRE Digest 365 Soakaway Design. The LLFA would accept the proposal of an alternative drainage strategy that could be used should infiltration results support an alternative approach. Where infiltration is deemed viable, proposed infiltration structures must be designed in accordance with CIRIA C753 "The SuDS Manual" or any superseding version of this guidance.
6. Planning Permission does not give you approval to work on the public highway. To carry out off-site works associated with this planning permission, separate approval must first be obtained from Leicestershire County Council as Local Highway Authority. This will take the form of a major section 184 permit/section 278 agreement. It is strongly recommended that you make contact with Leicestershire County Council at the earliest opportunity to allow time for the process to be completed. The Local Highway Authority reserve the right to charge commuted sums in respect of ongoing maintenance where the item in question is above and beyond what is required for the safe and satisfactory functioning of the highway. For further information please refer to the Leicestershire Highway Design Guide which is available at <https://resources.leicestershire.gov.uk/lhdg>.
7. The applicant should be advised to contact Leicestershire County Council's Network Management team at the earliest opportunity to discuss access to the road network to carry out works. The team can be contacted at: networkmanagement@leics.gov.uk
8. If the roads within the proposed development are to be offered for adoption by the Local Highway Authority, the Developer will be required to enter into an agreement under Section 38 of the Highways Act 1980. Detailed plans will need to be submitted and approved, the Agreement signed and all sureties and fees paid prior to the commencement of development. The Local Highway Authority reserve the right to charge commuted sums in respect of ongoing maintenance where the item in question is above and beyond what is required for the safe and satisfactory functioning of the highway. For further information please refer to the Leicestershire Highway Design Guide which is available at <https://resources.leicestershire.gov.uk/lhdg>. If an Agreement is not in place when the development is commenced, the Local Highway Authority will serve Advanced Payment Codes in respect of all plots served by all the roads within the development in accordance with Section 219 of the Highways Act 1980. Payment of the charge must be made before building commences. Please email road.adoptions@leics.gov.uk in the first instance.
9. To erect temporary directional signage you must seek prior approval from the Local Highway Authority in the first instance (telephone 0116 305 0001).
10. Nesting birds are protected under the Wildlife & Countryside Act 1981 (as amended); therefore all removal of trees/shrubs/hedges should take place outside the breeding season (March to August inclusive) unless carefully checked beforehand by a suitably qualified person.

Christopher Brown MRTPI
Head of Planning

Date :

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NOTES

1. It will be most helpful if the application number shown overleaf is quoted in all correspondence.
2. If you consider that this decision has been made invalidly through the Council failing to follow a procedure correctly, not having the legal power to make the decision in the way it did or through its decision being so unreasonable as no reasonable local authority would make the same decision based on the same facts, then you may enter a claim for judicial review to quash the decision. In order to proceed with a claim for judicial review an initial application for permission will need to be made to the Administrative Court, this application is required to be made "promptly and in any event within three months of the decision". The initial permission application will decide if you have an arguable case, whether you are sufficiently materially affected by the decision to bring the claim. If you are granted permission to bring the claim it will proceed to a full hearing at the Administrative Court. Although there is no requirement for you to do so it is highly recommended that you seek independent legal advice before bringing forward a claim for Judicial Review.
3. If you are aggrieved by the decision of the Local Planning Authority to grant permission subject to conditions, you may appeal to the Secretary of State for the Environment in accordance with Section 78 of the Town and Country Planning Act 1990 within six months (see para 2a below) of the date of this notice. (Appeals must be made on a form which is obtainable from the Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN, tel. 0303 444 5000 or online at <https://www.gov.uk/appeal-planning-decision>). You must use a Planning Appeal Form when making your appeal. If requesting forms from the Planning Inspectorate, please state the appeal form you require. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that the permission for the proposed development could not have been granted by the Local Planning Authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements as set out in Section 78 of the Town and Country Planning Act 1990, to the provisions of the development order, and to the directions given under the order. He does not in practice refuse to entertain appeals solely because the decision by the Local Planning Authority was based on a direction given by him. Appeals- new time rules. Appeals relating to applications made to the Local Planning Authority on, or after, 5th September 2003 must be made within six months of the date of this notice.
4. If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application then, you must do so in accordance with the guidance found using the following link <https://www.gov.uk/appeal-enforcement-notice>.
5. If permission to develop land is granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State for the Environment, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.
6. In certain circumstances, a claim may be made against the Local Planning Authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.
7. This permission covers only consent under the Town and Country Planning Acts and does not give permission to demolish a Listed Building, for which separate consent is required. Amongst other things the consent of the Council of the district in which the land is situated may be required under the Building Regulations and if the proposals affect land within the limits of the highway (that is between the highway fences or hedges) the separate consent of the Highway Authority may also be required. Steps to obtain the necessary further consents should be taken before proceeding with the development.

SHOPS, OFFICES, FACTORIES, EDUCATIONAL BUILDINGS & BUILDINGS TO WHICH THE PUBLIC ARE TO BE ADMITTED : ACCESS AND PROVISION FOR THE DISABLED PERSONS

1. The Local Planning Authority is required to bring to your attention the requirements of the Disabled Persons 1981, Building Regulations 1991 "Access and facilities for Disabled People" document M and the Chronically Sick & Disabled Act 1970 (as amended 1976) (Sections 4.7.8 and 8A) requiring the provision of access facilities, car parking and toilets for the disabled and the provision of signing indicating what provision has been made for disabled persons within the building. Your attention is also drawn to the Code of Practice B.S 5619 "Design of Housing for the convenience of Disabled People", 1978 and Code of Practice, B.S. 5810 : 1979, "Access for the Disabled to buildings" available from the British Standards Institution, 2 Park Street, London W1A 2BS. (Tel 071-629-9000) and (in so far as educational buildings are concerned), to Design Note 18 "Access for the Physically Disabled to Educational Buildings."
2. The buildings to which these requirements apply are :-
 - a) Buildings to which the public are to be admitted to which Section 4 of the Chronically Sick & Disabled Act 1970 (as amended 1976) applies.
 - b) Offices, Shops & Railway Premises as defined in the Offices, Shops & Railway Premises Act 1963 or premises deemed to fall within the Act.
 - c) Factories as defined by Section 175 of the Factories Act 1961.
Educational Buildings as defined by Section 29B of the Disabled Persons Act 1981.

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**Hinckley & Bosworth
Borough Council**

Start Notice

Important Information – Please keep this with your decision notice

Please read the above decision notice carefully and ensure that you understand and comply with the requirements of any planning conditions imposed.

If you require any further information about why a particular planning condition has been imposed or in respect of what information is needed to discharge your condition please contact the case officer who will be happy to advise of the requirements and information required.

We carry out a programme of site monitoring to check compliance with conditions in order to proactively manage the development and to ensure development is carried out in accordance with the planning permission granted.

Please ensure that any application for the discharge of pre-commencement conditions are carried out in a timely manner as this may take up to 8 weeks depending on the requirements of the condition. Please also be aware there is a charge to discharge conditions per request which means you can discharge conditions individually or group details together as a single request to discharge multiple planning conditions. The fee for discharging these pre-commence conditions, can be found on the [planning portal](#).

We would be grateful if you could email the development address and application reference number with your contact details and the intended start date by email to planning@hinckley-bosworth.gov.uk or complete the form on the reverse.

Hinckley & Bosworth Borough Council
Hinckley Hub, Rugby Road, Hinckley, Leicestershire, LE10 0FR
TEL: 01455 238141 EMAIL: planning@hinckley-bosworth.gov.uk



Hinckley & Bosworth
Borough Council

Development Details

Planning application ref:	23/00573/FUL
Proposal:	Full planning application for 153 dwellings with a vehicular access from the factory access road and existing roundabout on the A47, drainage, landscaping, public open space, ground remodelling and supporting infrastructure and utilities.
Site Location:	Land To The West Of Normandy Way Hinckley Leicestershire

Date when work is intended to start:	
Have all pre-commencement conditions been discharged?	
Signed:	Print Name:

Your contact details (or attach letterhead/business card):

Name:	
Address:	
Telephone:	
Mobile:	
Email:	

Hinckley & Bosworth Borough Council
Hinckley Hub, Rugby Road, Hinckley, Leicestershire, LE10 0FR
TEL: 01455 238141 EMAIL: planning@hinckley-bosworth.gov.uk

SECOND SCHEDULE

Part One

AFFORDABLE HOUSING

The Owner covenants with the Council as follows:

1. RESTRICTION

- 1.1 The identification reservation and delivery of Affordable Housing as part of the Development shall be strictly in accordance with the following restrictions and covenants and obligations and delivery mechanisms described in accordance with the provisions of this Second Schedule.
- 1.2 No Affordable Housing Unit constructed on the Site as part of the Development shall be occupied other than in accordance with the provisions of this Deed.

2. AFFORDABLE HOUSING SCHEME

- 2.1 The Owner shall submit the Affordable Housing Scheme to the Council and obtain the Council's approval of the Affordable Housing Scheme prior to the Commencement of Construction of any Dwellings and the Affordable Housing Scheme shall be deemed to have been approved by the Council if the Council shall not have made a substantive written response in respect of the same within one calendar month of receipt.
- 2.2 In carrying out the Development the Owner shall ensure that the Affordable Housing Units required shall be provided and constructed in accordance with the approved Affordable Housing Scheme.
- 2.3 Not to Occupy or to permit the Occupation of more than 60% of the Market Dwellings until the Affordable Dwellings have been constructed ready for Occupation and the freehold interest in them has been transferred to an Affordable Housing Provider.

3. COMPLETION AND TRANSFER OF AFFORDABLE HOUSING (EXCLUDING FIRST HOMES)

- 3.1 This paragraph 3 and paragraph 4 below shall not apply to the eight First Homes to be provided as part of the Affordable Housing Tenure Mix to which the provisions of Part 2 of this Schedule apply.
- 3.2 Upon the approval or deemed approval of the Affordable Housing Scheme the Owner shall make bona fide offers on an arms' length basis to enter into a contract to sell the Affordable Housing Units to Affordable Housing Providers who may be interested

in acquiring Affordable Housing Units and shall give the Council a summary of those Affordable Housing Providers to whom such offers have been made.

Cascade Level 1: Attempted Sale to Affordable Housing Provider

- 3.3 The Owner shall use reasonable endeavours to complete a sale and purchase agreement with an Affordable Housing Provider for all of the Affordable Housing Units within six months of first offering the Affordable Housing Units for sale in accordance with paragraph 3.2 of this Schedule.

Cascade Level 2: Attempted Sale to Council

- 3.4 If no such sale and purchase agreement shall have been entered into by the end of the said period of six months notwithstanding the Owner having used its reasonable endeavours to complete a sale and purchase agreement with one or more Affordable Housing Providers the Owner shall thereupon for a period of three months make bona fides offers on an arms' length basis to enter into a contract to either sell the Affordable Housing Units to the Council or to agree to dispose of some or all of the Affordable Housing Units to the Council as Giftable Affordable Housing Units (the number of Giftable Affordable Housing Units to be calculated in accordance with the Eighth Schedule) . The Owner shall have discretion to dispose of the Shared Ownership Units as another tenure pursuant to Annex 2 of the NPPF under other affordable routes to home ownership with such mix to be determined at the relevant time and which may include First Homes (in respect of which the provisions of Part 2 of this Schedule would then apply).

- 3.5 The Owner and the Council agree that any transfer of a Giftable Affordable Housing Unit to the Council shall be for a consideration of £1 (one pound) and shall contain the following provisions:-

3.5.1 the grant by the Owner of all rights of access and passage of Services and other rights reasonably necessary to the beneficial enjoyment of the relevant Affordable Housing Units;

3.5.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Dwellings;

3.5.3 the imposition of such covenants as the Owner shall reasonably require and agree in writing with the Council (not to be unreasonably withheld or delayed).

- 3.6 In the event that any Affordable Housing Units become Giftable Affordable Housing Units and are transferred to the Council in accordance with this Schedule, the number of Affordable Housing Units to be provided as part of the Development shall be

correspondingly reduced according to the representative number and tenure of such Gifted Affordable Housing Units as agreed in accordance with the Eighth Schedule)

3.7 If the options in paragraphs 3.3 and 3.4 above are not possible in respect of some or all of the Affordable Housing Units, the Owner shall pay the applicable Affordable Housing Commuted Sum within three months of the sum being agreed.

3.8 In calculating the Affordable Housing Commuted Sum the Owner will provide an open book assessment of its calculation for the Council's own assessor to review, validate and report to the Council on the calculation. The Affordable Housing Commuted Sum is then to be agreed between the Borough Council and the Owner (or in the absence of agreement determined in accordance with clause 15 of this Deed).

4. NOMINATION AGREEMENT AND FORM OF TRANSFER

4.1 The Owner covenants that any transfer to an Affordable Housing Provider shall contain the following provisions:

4.1.1 the grant by the Owner of all rights of access and passage of services and other rights reasonable necessary to the beneficial enjoyment of the Affordable Housing Units to be constructed on the Site;

4.1.2 a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the benefit of the remainder of the Dwellings on the Site;

4.1.3 the imposition of such covenants as the Owner shall reasonably require.

5. RESTRICTIONS AND OCCUPATION

5.1 The Owner covenants with the Council to the intent that following completion of a transfer of Affordable Housing Units to an Affordable Housing Provider the obligations in this paragraph shall (subject to paragraph 5.3) be binding on the Affordable Housing Provider to whom the Affordable Housing Units are transferred and all future successors in title:

5.1.1 subject to the provisions of this Agreement no Affordable Rented Units shall be used for any purpose other than the provision of affordable housing for rent under the Hinckley and Bosworth Choice-Based Lettings Scheme and in accordance with the objectives of the Council's Housing Allocations Policy ("HAP") in force from time to time to persons in need of Affordable Housing within the borough and being such persons as shall be agreed between the Council and the Affordable Housing Provider who satisfy the borough connection within the Local Connection Criteria as defined in the HAP;

- 5.1.2 PROVIDED THAT if within 28 days of the Affordable Housing Provider notifying the Council in writing of a Dwelling becoming vacant no such qualifying person(s) can be found to occupy the Dwelling the Affordable Housing Provider may let the Dwelling to any person(s) who satisfy their normal letting criteria; and
- 5.1.3 the Shared Ownership Units shall not be occupied other than as Shared Ownership Units.
- 5.2 The Owner and the Council agree and declare that the provisions of paragraph 5.1 of this Schedule shall not be binding upon a Chargee to the intent that any such Chargee exercising its security may dispose of its freehold or head long leasehold interest in the Affordable Housing Units subject to any subsisting leases and underleases but otherwise not in compliance with the terms of paragraph 5.1 of this Schedule PROVIDED THAT
- 5.2.1 the Chargee notifies the Council in writing that it is seeking a purchaser of its freehold interest or head long leasehold interest in the Affordable Housing Units; and
- 5.2.2 the Chargee thereafter uses reasonable endeavours to sell and transfer its freehold in any Affordable Housing Unit to an Affordable Housing Provider subject to the terms of this Deed including the terms of this paragraph at a price equal to its Market Value; and
- 5.2.3 at least three (3) months have elapsed since the Council received the written notice referred to in paragraph 5.2.1 above and a contract for the sale of the freehold in the Affordable Housing Units has not been exchanged with an Affordable Housing Provider despite the Chargee's reasonable endeavours.
- PROVIDED FURTHER THAT at all times the rights and obligations in this paragraph 5.2 shall not require the Chargee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of monies outstanding under the charge or mortgage.
- 5.3 The provisions of this Deed shall not bind individual owners and/or occupiers of Affordable Housing Units who have exercised any statutory right to buy any of the Affordable Housing Units (or any similar contractual right to acquire 100% of the equity in the same) or any successor in title or person deriving title from them and for the avoidance of doubt any Dwelling and the land or other building owned/occupied therewith in respect of which such statutory right to buy or equivalent contractual right shall have been exercised shall unconditionally and irrevocably cease to be an Affordable Housing Unit with immediate effect.

Part 2

FIRST HOMES

1. Obligations

Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the Land with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come covenants with the Council as below save that:

- 1.1 paragraphs 2 and 3 shall not apply to a First Homes Owner;
- 1.2 paragraphs 4 and 5 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and
- 1.3 Paragraph 6 applies as set out therein.

2. Quantum of First Homes

Those Affordable Housing Units identified in the Affordable Housing Scheme as First Homes shall be reserved and set aside as First Homes in accordance with the approved Affordable Housing Scheme and shall be provided and retained as First Homes in perpetuity subject to the terms of Part 2 of this Schedule

3. Development standard

- 3.1 The First Homes shall not be visually distinguishable from the Market Dwelling based upon their external appearance
- 3.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwelling but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted

4. Delivery Mechanism

- 4.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:
 - 4.1.1 the Eligibility Criteria (National); and
 - 4.1.2 the Eligibility Criteria (Local) (if any).
- 4.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible

to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 4.1.2 shall cease to apply.

4.3 Subject to paragraphs 4.6 to 4.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee

4.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

4.4.1 The Council has been provided with evidence that:

(a) the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 4.2 applies meets the Eligibility Criteria (Local) (if any)

(b) the Dwelling is being Disposed of as a First Home at the Discount Market Price and

(c) the transfer of the First Home includes:

a) a definition of the "Council" which shall be Hinckley and Bosworth Borough Council

b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in Part 2 of Schedule 2 of the S106 Agreement a copy of which is attached hereto as the Annexure."

c) A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Council (2) the Owner and (3) the County Council

d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the First Homes Provisions

e) a copy of the First Homes Provisions in an Annexure

4.4.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 4.3 and 4.4.1 have been met

4.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"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 the entry of this restriction, is to be registered without a certificate signed by Hinckley and Bosworth Borough Council or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

4.6 The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

4.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 4.1 and 4.2 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 4.3 and 4.4.1; or

4.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 4.6.1 before being able to Dispose of the Borough other than as a First Home would be likely to cause the First Homes Owner undue hardship

4.7 Upon receipt of an application served in accordance with paragraph 4.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price

4.8 If the Council is satisfied that either of the grounds in paragraph 4.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the

written request made in accordance with paragraph 4.6 that the relevant Dwelling may be Disposed of:

4.8.1 to the Council at the Discount Market Price; or

4.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 4.10 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home

4.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 4.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 4.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 4.6 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

4.10 Where a Dwelling is Disposed of other than as a First Home or other than to the Council at the Discount Market Price in accordance with paragraphs 4.8 or 4.9 above the Owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

4.11 Upon receipt of the Additional First Homes Contribution the Council shall:

4.11.1 within 28 Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 4.5 where such restriction has previously been registered against the relevant title

4.11.2 apply all monies received towards the provision of Affordable Housing

4.12 Any person who purchases a First Home free of the restrictions in Schedule 2 of this Deed pursuant to the provisions in paragraphs 4.9 and 4.10 shall not be liable to pay the Additional First Homes Contribution to the Council

5. Use

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 5.1 – 5.4 below.

- 5.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.
- 5.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:
- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
 - b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
 - c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

- 5.3 A letting or sub-letting permitted pursuant to paragraph 5.1 or 5.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 5.4 Nothing in this paragraph 5 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence

6. Mortgagee Exclusion

The obligations in paragraphs 2 - 5 of this Part 2 of Schedule 2 in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a First Homes Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or First Homes Receiver PROVIDED THAT:

- 6.1 such Mortgagee or First Homes Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
- 6.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or First Homes Receiver to the Council the Mortgagee or First Homes Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 5.3
- 6.3 following the Disposal of the relevant First Home the Mortgagee or First Homes Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution
- 6.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:
- 6.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 4.5; and
- 6.4.2 apply all such monies received towards the provision of Affordable Housing

THIRD SCHEDULE

PART 1

ON SITE OPEN SPACE

On Site Open Space Area

1. The Owner covenants with the Council in respect of the On Site Open Space Area as follows:
 - 1.1 Not more than 75% of the Dwellings shall be Occupied or permitted to be Occupied on the Development or any part thereof until the On Site Open Space Areas have been laid out and made available for use by the public;
 - 1.2 Following the laying out of the On Site Open Space Area for the Development the Owner shall serve written notice of practical completion of the On Site Open Space Area for the Development, or as the case may be, phase thereof, on the Council ("the Notice of Practical Completion").
 - 1.3 To maintain the On Site Open Space Area for a period of 12 months after Notice of Practical Completion of the On Site Open Space Area is served on the Council and to remedy any defects that arise in the On Site Open Space Areas during the Maintenance Period and if any tree or shrub or other planting seeding or turfing dies or becomes diseased or for any reason fails to become established during that period to reinstate or replace it as necessary and in the case of any tree shrub or any other planted material the replacement should be the same size and species or such other size and species as may be agreed with the Council.
 - 1.4 At the end of the maintenance period referred to in paragraph 1.3 of this Schedule above, to serve written notice on the Council confirming whether the Owner wishes to maintain the On Site Open Space Area or whether the Owner intends to transfer the On Site Open Space Area to a Management Company which shall be responsible for the maintenance of the On Site Open Space Areas who shall thereafter maintain the On Site Open Space Areas in perpetuity or alternatively to request that the Council (or the Council's nominee) maintains the On Site Open Space Area.
 - 1.5 In the event the Owner elects to maintain the On Site Open Space Area pursuant to paragraph 1.4 above, it shall within 56 days of the service of the notice pursuant to paragraph 1.4 hereof submit the On Site Open Space Area Maintenance Scheme to the Council for approval (such approval not to be

unreasonably withheld or delayed) and shall maintain the On Site Open Space Area in accordance with approved On Site Open Space Area Maintenance Scheme.

1.6 In the event that the Owner elects to transfer the On Site Open Space Area to a Management Company the Owner shall within 56 days of the service of the notice pursuant to paragraph 1.4 hereof submit to the Council for approval (such approval not to be unreasonably withheld or delayed) proposals for the Management Company which is to take a transfer of the On Site Open Space Area and shall continue to maintain the On Site Open Space Area in accordance with the On Site Open Space Area Maintenance Scheme until such time that the Council is satisfied that:

- (a) the Management Company has been incorporated and is functioning and there is an obligation on the management company to maintain the On Site Open Space Area in accordance with the maintenance provisions of the On Site Open Space Area Maintenance Scheme; and
- (b) the On Site Open Space Area has been transferred to the management company on the terms set out in the Fourth Schedule hereto.

FOURTH SCHEDULE
OBLIGATIONS TO THE COUNCIL

1. The Owner covenants with the Council that prior to the Commencement of Development it shall pay to the Council the Healthcare Contribution.
2. The Owner covenants with the Council to pay the Council Monitoring Costs Contribution prior to Commencement of Development.
3. The Owner covenants with the Council to pay the Open Space Document Review Fee on submission of each document to be approved.
4. The Owner covenants with the Council to pay the Open Space Inspection Fee prior to each pre-arranged site visit

FIFTH SCHEDULE
OBLIGATIONS TO THE COUNTY COUNCIL

1. The Owner covenants with the County Council to pay:
 - 1.1 50% of the Early Years Contribution prior to first Occupation of any Dwelling and 50% prior to Occupation of 50 Dwellings;
 - 1.2 50% of the Secondary Education Contribution prior to first Occupation of any Dwelling and 50% prior to Occupation of 50 Dwellings;
 - 1.3 50% of the Post 16 Education Contribution prior to first Occupation of any Dwelling and 50% prior to Occupation of 50 Dwellings;
 - 1.4 50% of the SEND Education Contribution prior to first Occupation of any Dwelling and 50% prior to Occupation of 50 Dwellings ;
 - 1.5 the Library Contribution prior to Occupation of 50 Dwellings;
 - 1.6 25% of the Bus Passes Contribution prior to first Occupation of any Dwelling and 75% prior to Occupation of 50 Dwellings PROVIDED THAT by agreement between the County Council and the Owner payment of all or part of the remaining 75% of the Bus Passes Contribution may be deferred or not required to be paid by the Owner in the event that applications for Bus Passes by the occupants of the Dwellings is limited or does not justify payment of the Bus Passes Contribution in full;
 - 1.7 the Travel Packs Contribution prior to first Occupation of any Dwelling;
 - 1.8 the Travel Plan Monitoring Contribution prior to first Occupation of any Dwelling;
 - 1.9 the Waste and Recycling Contribution prior to first Occupation of any Dwellings; and
 - 1.10 1.10 the County Council Monitoring Contribution prior to first Occupation of any Dwellings.
2. The Owner covenants with the County Council to appoint the Travel Plan Co-ordinator prior to Commencement of Development until the fifth anniversary of the first Occupation of the final Dwelling.

SIXTH SCHEDULE

THE COUNCIL'S COVENANTS WITH THE OWNER

1. Healthcare Contribution

- 1.1 To use the contributions for the purposes specified and to hold the Healthcare Contribution in an interest bearing account from the date of receipt until the date of payment to the Relevant Health Body in accordance with this Deed
- 1.2 To notify the Relevant Health Body within 14 Working Days of receipt of the Healthcare Contribution that the Council is in receipt of the Health Contribution
- 1.3 To pay the Healthcare Contribution to the Relevant Health Body upon receipt of written confirmation from the Relevant Health Body that they will:
 - (a) apply the Healthcare Contribution for the purposes set out in this Deed;
 - (b) provide full details of the expenditure of the Healthcare Contribution on demand to the Council or to the Owner PROVIDED THAT no such demand shall be made before the expiry of five years from the date of receipt of the Healthcare Contribution by the Council and such demands shall not be made more frequently than once a quarter thereafter; and
 - (c) return any unspent or uncommitted part of the Healthcare Contribution to the Council after the expiry of five years from the date of receipt of the Healthcare Contribution by the Council regardless of when the same was paid to the relevant Health Body
- 1.3.1 The Council covenants to repay to the Owner any unspent monies received by the Council pursuant to paragraph 1.4.4 (c) of this Schedule within 28 Working Days of receipt from the Relevant Health Body
- 1.4 For the purposes of this clause 1 "the Owner" means the person that made the payment to the Council.

2. On Site Open Space

- 2.1 Where the Owner has invited the Council to inspect the On Site Open Space the Council shall either:
 - 2.1.1 being satisfied that in their reasonable opinion the On Site Open Space has been laid out and maintained in accordance with the Planning Permission issue the Final Certificate; or

- 2.1.2 where the Council is not so satisfied inform the Owner of such defects in writing ("Defect Notice") as the Council reasonably believes to exist and such process may be repeated until the Council issues a Final Certificate

SEVENTH SCHEDULE

THE COUNTY COUNCIL'S COVENANTS WITH THE OWNER

1. The County Council hereby covenants with the Owners pursuant to Section 106 of the Act to use the Contributions in the Fifth Schedule for the specified purposes.
2. The County Council covenants to use the Bus Passes Contribution (or such amount of it that is paid to the County Council in accordance with paragraph 1.6 of the Fifth Schedule) for the provision of Bus Passes to the first occupant(s) of each Dwelling where such first occupants apply for Bus Passes.
3. In the event that the Waste and Recycling Contribution, the Library Contribution, the Secondary Education Contribution, the Post 16 Education Contribution, the SEND Education Contribution, and the Early Years Contribution payable pursuant to this Deed are not applied to the purposes specified has not been expended or committed to be expended within ten years of the date of payment the County Council shall within 28 working days of receipt of a written demand repay to the Owner any unexpended part of the said sum(s)

EIGHTH SCHEDULE

GIFTABLE AH UNITS: DETERMINATION OF AMOUNT AND IDENTITY OF PROPOSED UNITS

Calculation

1. In the event that the cascade mechanism(s) in the Second Schedule apply and the Council elects to accept Giftable Affordable Housing Units the relevant number of Giftable Affordable Housing Units will be calculated as follows:-
 - 1.1 first, the number of Affordable Housing Units to be provided as Giftable Affordable Housing Units shall be calculated using the following formula:

$$\text{Gifted Square Metres} = \text{Total Affordable Rented Units Square Metres} - \text{Retained Square Metres}$$

where:

$$\text{Total Affordable Rented Units Square Metres} = \text{the total square meterage of the Affordable Rented Units to be provided on the Development}$$

$$\text{Retained Square Metres} = \text{Total Costs to Recover/Net Sales Proceeds per SqM}$$

$$(\text{Total Costs to Recover} = \text{Total Build Cost of the Affordable Rented Units} + \text{Social Housing Profit of 6\%})$$

$$\text{Net Sale Proceeds} = \text{OMV of the Affordable Rented Units} - \text{sales overheads of 1.25\% of the OMV of the Affordable Rented Units}$$

$$\text{Total Build Cost of the Affordable Rented Units} = \text{the build cost of the Affordable Rented Units including plot costs, external development, professional fees and site overheads}; \text{ and}$$
 - 1.2 second, the number (calculated using the formula above), size and location of Giftable Affordable Housing Units for use as Affordable Housing broadly in accordance with the mix set out in the Affordable Housing Tenure Mix (or as close to it as reasonably possible) that are to be provided on the Site (by the Owner and transferred to the Council in accordance with this Deed) shall be:
 - 1.2.1 submitted by the Owner to the Council together with an open book assessment of its calculation sufficient for the Council's own assessor (who may be externally appointed) to review, validate and report on it to the Council at the Owner's expense; and

1.2.2 agreed in writing between the Owner and the Council or in the event of a dispute determined by an expert under Clause 15

Gifted Unit Worked Example

Total Affordable = 550 square metres
Housing Square Metres

Retained Square = Total costs to Recover £1,257,600
Metres

Net Sales Proceeds per sq m £3,229.20

389.45 square metres

Total Cost to Recover = Total Build Cost of Affordable Rented Units + social housing profit of 6%

Net Sales Proceeds = OMV of the Affordable Rented Units – sales overheads of 1.25% [of the OMV of the Affordable Rented Units]

Total Build Costs of Affordable Rented Units = means the build costs of the Affordable Rented Units including plot costs, external development, professional fees and site overheads

Gifted Square Metres = Total Affordable Rented Units Square Metres – Retained Square Metres

= 160.44 square metres

Gifted Units 1 x 2 bed House @ 68 square metres

1 x 3 bed House @ 82 square metres

IN WITNESS WHEREOF this Deed is executed as a DEED in the manner hereinafter
appearing the day and year first before written

THE COMMON SEAL of HINCKLEY and
BOSWORTH BOROUGH COUNCIL
was hereunto affixed in the
presence of:-



An Authorised Person



12986

THE COMMON SEAL of
LEICESTERSHIRE COUNTY
COUNCIL was hereunto affixed in the
presence of:-



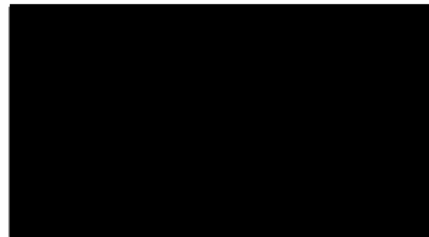
Authorised Signatory



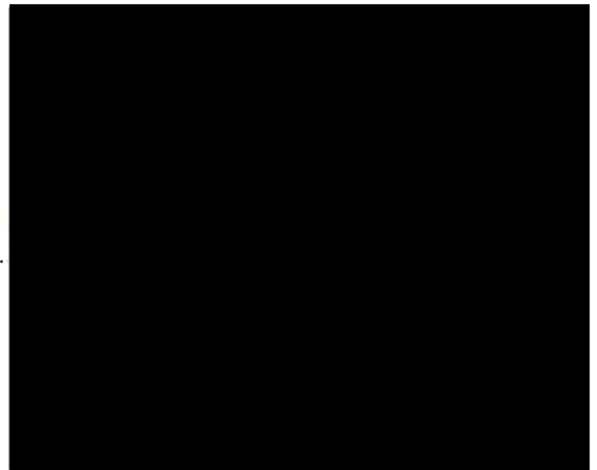
416525(b)

SIGNED as a deed by
and as attorneys for **BLOOR HOMES LIMITED**

Attorney
Attorney

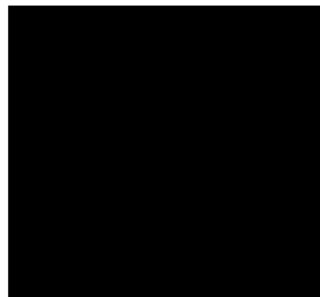


in the presence of:
Signature of Witness
Name in block capitals
Address



Attorney
Attorney

in the presence of:
Signature of Witness
Name in block capitals
Address

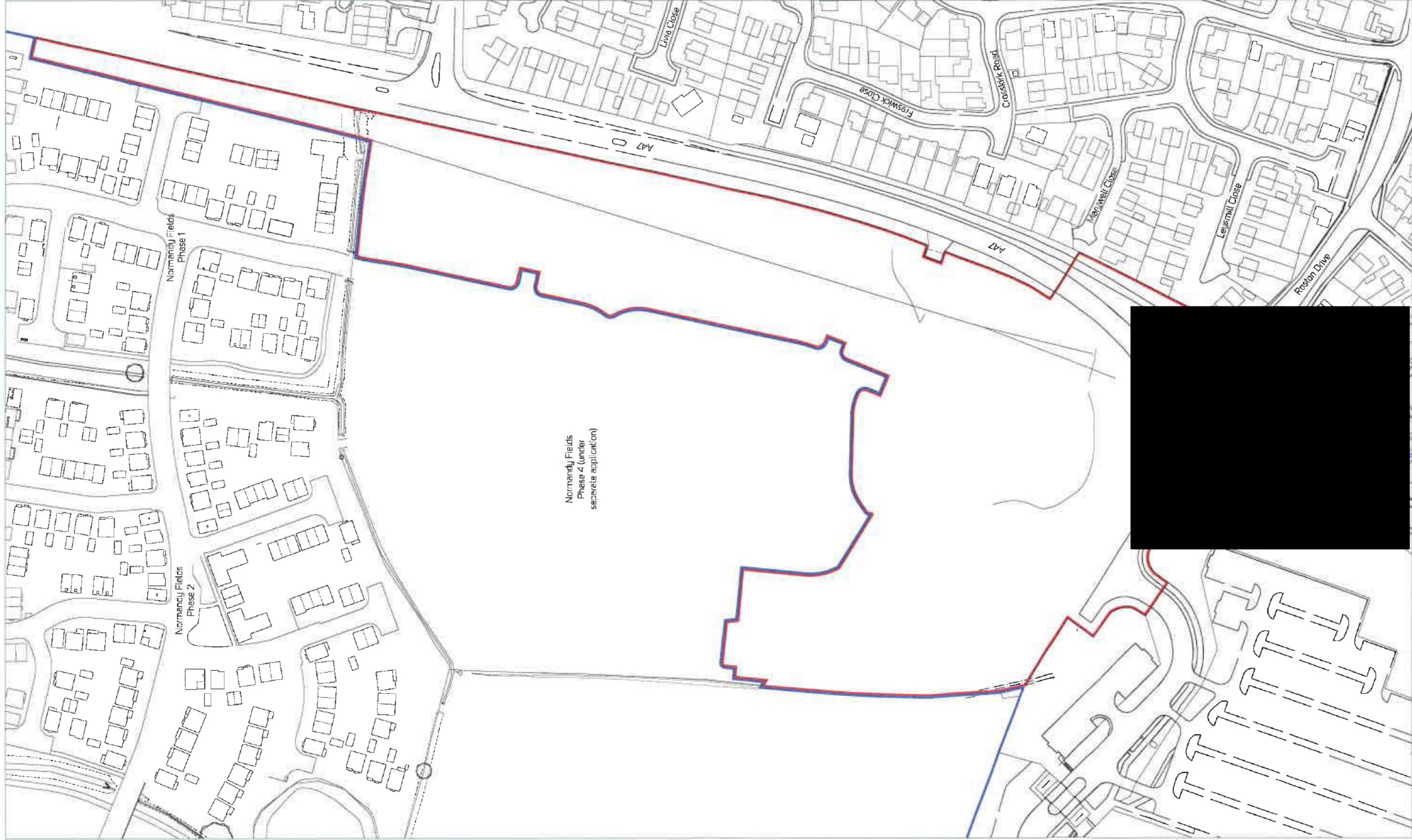




Appendix 1 – Plan 1

Key

- Application site boundary
- Other land controlled by the applicant



BLOOR HOMES

nineteen47

Project
Hinckley West - Normandy Fields
(South)

Quantity Type
Site Location Plan

Drawing No. Title
n1787 F-001 D 1:1250 @ A2

Appendix 2 – On Site Open Space Areas plan

LEGEND

- Full planning application boundary
- 'Accessible natural green space'
POS typology
- 'Casual / informal play space'
POS typology

NOTES:

1. Plan prepared on the basis of submitted plan ref. EM100-LS-021k (Site Landscaping overview PH4).
2. Annotations, legend and title block from base plan have been removed as necessary.

