

DATED

202[4]

[WIGSTON ESTATES LIMITED] (1)

and

HINCKLEY AND BOSWORTH BOROUGH COUNCIL (2)

and

LEICESTERSHIRE COUNTY COUNCIL (3)

PLANNING AGREEMENT

Section 106 of the Town and Country Planning Act 1990

relating to [Allbar Sports Trinity Lane Hinckley Leicestershire LE10 0BH]

Planning Application Reference: [23/01182/FUL]

THIS AGREEMENT is made the day of Two Thousand and
Twenty [Four]

BETWEEN:

1. **[WIGSTON ESTATES LIMITED]** (Company Number [13695652]) whose registered office is at [4 Quinton Rise, Oadby, Leicester LE2 5PN] (“the Owner”)
2. **HINCKLEY & BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley LE10 0FR (“the Borough Council”)
3. **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester, LE3 8RA (“the County Council”)

RECITALS:

- A. By means of the Application submitted by the Owner planning permission was sought from the Borough Council to carry out the Development on the Application Land
- B. The Borough Council is the local planning authority for the purposes of the Act for the Borough of Hinckley and Bosworth within which the Application Land is situated
- C. The Borough Council and the County Council are both Principal Councils within the meaning of the Local Government Act 1972 (as amended)
- D. The County Council is responsible for the provision of library, education and civic amenity facilities and is the Highways Authority for the area in which the Application Land is situated and is a local planning authority
- E. The Owner is the freehold owner of the Application Land registered at the Land Registry under title number [LT257391]
- F. The Borough Council having regard to the provisions of the [Hinckley and Bosworth Local Plan] considers it expedient in the interests of the proper planning of its area that the development of the Site should be restricted or regulated in accordance with this Agreement and the parties hereto have agreed to enter into this Agreement on the basis that the obligations contained herein are considered to satisfy the tests specified in Regulation 122 of the CIL Regulations

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:

“Act”	means the Town & Country Planning Act 1990 (as amended)
“Affordable Dwelling(s)”	means 8 Dwellings to be constructed on the Application Land which shall be constructed as Affordable Housing and provided in accordance with the provisions of clause 3 and to comprise 8 No. Affordable Housing for Rent
“Affordable Housing”	has the meaning given to it in Annex 2 of the NPPF or any other forms of Affordable Housing as may be recognised by HM Government from time to time
“Affordable Housing for Rent”	has the same meaning as the definition set out in Annex 2 of the NPPF so far as it relates to Affordable Rent at a discount of 20% below local market rents and an Affordable Dwelling for Rent shall be construed accordingly
“Affordable Housing Scheme”	means the scheme(s) for the provision of the Affordable Dwellings within the Application Land and shall contain details of the following: (i) the location of the individual Affordable Dwellings; and (ii) timing of the delivery of the Affordable Dwellings
“Application”	means the application made to the Borough Council for full planning permission for the change of use from cinema (Sui Generis) to 40 one-bedroom apartments (Use Class C3) with associated car parking and landscaping as allocated planning application reference: 23/01182/FUL

“Application Land”	means the land bound by the obligations contained within this Agreement and shown edged red on the Plan attached hereto
“Borough Council Monitoring Costs Contribution”	means []
“Borough Council’s Housing Register”	means a waiting list of housing applicants which the Borough Council maintains in order to deliver their statutory allocation functions
“Bus Pass(es)”	means a bus pass entitling the holder of the bus pass to travel free of charge on local bus services for a period of six (6) months from the date of issue (up to two (2) passes to be provided to each Dwelling to encourage new residents to use local bus services as an alternative to the private car to establish changes in travel behaviour
“Bus Pass Contribution”	means the sum of THIRTY SIX THOUSAND NINE HUNDRED AND SIXTY POUNDS (£36,960.00) (equating to a maximum of NINE HUNDRED AND TWENTY FOUR POUNDS (£924.00) per Dwelling) Indexed to enable the County Council to issue the Bus Pass(es)
“CIL Regulations”	means the Community Infrastructure Levy Regulations 2010 (as amended)
“Civic Amenity Contribution”	means the sum of ONE THOUSAND NINE HUNDRED AND EIGHTY ONE POUNDS AND TWENTY PENCE Indexed to be paid by the Owner to the County Council for site reconfiguration and/or development of waste infrastructure to increase the capacity for the Barwell Household Waste and Recycling Centre (HWRC) or any ther County Council HWRC directly impacted by the Development

“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 Application Land 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 of Development (i) trial holes or other operations to establish the ground conditions of the Application Land, site survey work, or works of remediation (ii) archaeological investigations on the Application Land (iii) any works of demolition or site clearance (iv) any structural planting 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 mean of enclosure site compounds or cabins including a sales cabin (vii) temporary display of site notices or advertisements (viii) any other preparatory works agreed in writing with the Borough Council and “Commence” and Commenced” shall be construed accordingly

“Contributions”	means the collective reference to the contributions payable to the Borough Council and the County Council referred to in this Agreement
“County Council Monitoring Costs 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 payable by the Owner to the County Council towards the County Council’s costs of monitoring compliance with the Civic Amenity Contribution, the Library Contribution, the Travel Pack Contribution and the Bus Pass Contribution
“Default Interest Rate”	means a rate of 4% above the Bank of England base rate
“Development”	means the development described in the Application and to be carried out pursuant to the Planning Permission
“Dwelling”	means any dwelling built pursuant to the Planning Permission and whether an Affordable Dwelling or otherwise
“Healthcare Body”	means The Leicester, Leicestershire and Rutland Integrated Care Board or any successor body
“Healthcare Contribution”	means the sum of NINETEEN THOUSAND TWO HUNDRED POUNDS (£19,200.00) Indexed to be paid by the Owner to the Borough Council towards the provision of local healthcare services by the Healthcare Body including at any of the [named] GP Surgeries, and or to develop alternative Primary/Community healthcare infrastructure that will be directly impacted due to the increase in population linked to the Development

“Hinckley and Bosworth Borough Council Choice Based Lettings Scheme”	means a housing scheme utilised by the Borough Council to advertise vacancies in order to assist persons on the Borough Council’s Housing Register to search for
“Housing Allocations Policy (“HAP”)	means the mechanism by which the Borough Council determines priorities and defines the procedures to be followed in allocating housing accommodation for rent
“Indexed”	means in relation to any Contribution so defined such sum as adjusted in accordance with the indexation provisions of the First Schedule
“Library Contribution”	means the sum of SIX HUNDRED AND THREE POUNDS AND NINETY FIVE PENCE (£603.95) Indexed
“Market Dwelling/s”	means any dwelling constructed as part of the Development for sale in arm’s length transactions on the open market which is not an Affordable Dwelling
“NPPF”	means the National Planning Policy Framework December 2023 or any successor policy or legislative provisions in force prior to Commencement of Development
“Occupation”	means in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include i. daytime occupation by workmen involved in the erection fitting out or decoration of any part of the Development; or ii. the use of any dwelling house(s) for the marketing of the Development; or the storage of plant and materials and “Occupy” and “Occupied” shall be constructed accordingly

“Off-Site Provision Contribution”	means the sum of NINE THOUSAND SEVEN HUNDRED AND SIXTY SEVEN POUNDS AND THIRTY TWO PENCE (£9,767.32) Indexed payable by the Owner to the Borough Council and to be applied towards the off-site provision of: • Casual/Informal Space • Outdoor Sports Provision • Accessible Natural Green Space Such sum to be allocated in accordance with the details in the Second Schedule
“Off-Site Provision Maintenance Contribution”	means the sum of NINE THOUSAND AND SIX POUNDS AND EIGHTY PENCE (£9,006.80) Indexed payable by the Owner to the Borough Council and to be applied towards the maintenance of: • Casual/Informal Space • Outdoor Sports Provision • Accessible Natural Green Space as provided by the Borough Council pursuant to this Agreement such sum to be allocated in accordance with the details in the Second Schedule
“Plan”	means the plan attached hereto
“Planning Permission”	means the planning permission to be granted pursuant to the Application

“Travel Pack”	means a pack of information supplied by the County Council to the first Occupier of each Dwelling upon payment of the Travel Pack Contribution containing details of local walking and cycling routes, local bus services/stops/timetables, 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 Application Land
“Travel Pack Contribution”	means the sum of TWO THOUSAND ONE HUNDRED AND FOURTEEN POUNDS (£2114.00) Index-Linked payable by the Owner to the County Council to enable the County Council to issue a Travel Pack to the first Occupier of each Dwelling
“Working Day(s)”	means any day between Monday and Friday inclusive save for bank and public holidays

- 1.2. Words in this Agreement importing the singular meaning shall where the context so admits include the plural meaning and vice versa
- 1.3. Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa
- 1.4. References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force
- 1.5. Where in this Agreement reference is made to a Clause or Schedule such reference (unless the context otherwise requires) is a reference to a Clause or Schedule of this Agreement
- 1.6. Obligations and liabilities of a party comprising more than one person are obligations of such persons jointly and severally

1.7. Covenants made hereunder:

1.7.1. on the part of the Borough Council shall be enforceable against the Borough Council and any statutory successor to it as Local Planning Authority

1.7.2. on the part of the County Council shall be enforceable against the County Council and any statutory successor to it as County Council

1.8. The expressions "the Owner" "the Borough Council" and "the County Council" shall where the context so admits include their respective successors and assigns

2. GENERAL PROVISIONS

Statutory Authority

2.1 This Agreement and the covenants within it is made pursuant to section 106 of the Act to the extent that they fall within the terms of section 106 of the Act. The obligations contained in this Agreement are planning obligations for the purposes of section 106 of the Act and are enforceable by the Borough Council and (where the covenant is expressly given to the County Council) by the County Council against the Owner.

2.2. To the extent that any of the obligations in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 (as amended), section 1 of the Localism Act 2011 (as amended) and all other enabling powers.

2.3. The covenants by the Owner contained herein shall be enforceable by the Borough Council as Local Planning Authority and where the covenant is expressly given to the County Council it shall also be enforceable by that authority.

Liability

2.4. The covenants given by the Owner contained herein are made with the intent that the covenants will bind its interest in the Application Land and be binding on and enforceable against its successors in title or assigns and subject to clause 2.5 those deriving title under the Owner PROVIDED THAT without prejudice to the enforcement of covenants against successors in title no person shall be liable for any breach or non-performance of the covenants contained herein or for the performance of any obligations which arise from the carrying out of the Development where they no longer hold any interest in the Application Land or that part of the Application Land in respect of which the breach occurs save in respect of any prior subsisting breach

2.5. Save in respect of the occupancy restrictions contained in clause 3.1 the covenants contained in this Agreement shall not be enforceable against individual purchasers or lessees (or their mortgagees) of Dwellings on the Application Land constructed pursuant to the Planning Permission having a

roof, windows and doors and being in a state of readiness for occupation or against statutory undertakers in relation to any parts of the Application Land acquired by them for electricity sub-stations gas governor stations or pumping stations or any other land acquired for the purpose of their statutory functions or against anyone whose only interest in the Application Land or any part of it is in the nature of the benefit of an easement or covenant nor against all those deriving title from any of the aforesaid

2.6. In the event that the Owner disposes of its interest in the Application Land or any part thereof (other than a disposal to a purchaser of an individual Dwelling or a disposal to the Borough Council or to an Affordable Housing Provider or to the Parish Council) it shall within twenty-eight (28) days of such disposal give written notice of the name and address of his successors in title (other than those specified in clause 2.5) to the Borough Council and the County Council together with sufficient details of the land included in the disposal to allow its identification

2.7. Subject to clause 2.8 nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission as defined herein or any renewal thereof) granted (whether or not on appeal) after the date of this Agreement in respect of which development this Agreement will not apply

Application of this Agreement

2.8. In the event that the Borough Council shall at any time hereafter grant a planning permission pursuant to an application 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 Agreement to the Application Planning Permission and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly so that the planning obligations in this Agreement shall apply to development carried out pursuant to such subsequent planning permissions save where the Borough Council in its consideration of such an application for the new planning permission indicates that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant

to section 106A of the Act will be required to secure relevant planning obligations relating to the new planning permission

Contingencies

2.9. Save for the provisions of clause 2.11 (Commencement of Development) clause 2.17 (Exclusion of Third Party Rights) clause 2.22 (Jurisdiction) clause 3.4.1 (Borough Council legal costs) and clause 4.4.1 (County Council legal costs) the obligations and covenants contained in this Agreement are dependent on the grant of Planning Permission and the Commencement of Development pursuant thereto

2.10. In the event of the Planning Permission expiring or in the event of the revocation of the Planning Permission prior to the Commencement of Development the obligations under this Agreement shall cease absolutely and the Borough Council shall upon written request to do so procure that any entry referring to this Agreement in the Register of Local Land Charges shall be removed forthwith

Commencement of Development

2.11. The Owner shall give the Head of Planning of the Borough Council fourteen (14) days' notice in advance of the Commencement of Development and shall send a copy of such notice to the Team Manager, Planning Obligations and Systems Team, Planning Historic and Natural Environment Department at the County Council PROVIDED THAT default in giving notice shall not mean that Commencement of Development is deemed not to have occurred for the purposes of this Agreement and the Owner shall further give notice to both the Borough Council and the County Council at least fourteen (14) days in advance of the trigger dates specified in this Agreement

Determination by Expert

2.12. Notwithstanding any specific provision in this Agreement in the event of any dispute between the Owner the Borough Council or the County Council (or any of them) concerning this Agreement including any dispute as to whether or not an obligation has been performed or matter to be agreed under any of the provisions of this Agreement the matter may at the written option of any relevant party (notice of which shall be given to the other party or parties) be referred to such expert as they may agree or (in default of agreement within twenty (20) Working Days of the date of

giving of the notice) appointed by the Chairman for the time being of the Planning and Environmental Bar Association whose appointment shall be conducted on the following terms

2.12.1. The person to be appointed pursuant to this Clause 2.12 shall if possible be a person having ten (10) years or more relevant post qualification experience of the issue in dispute and projects comprising works of the scale and nature of the Development and of the particular issue in dispute

2.12.2. The reference to the expert shall be on terms that:

2.12.2.1. the expert shall afford the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs to make submissions in response to such representations;

2.12.2.2. the expert shall be able to stipulate periods of time for the making of such representations and submissions;

2.12.2.3. the expert shall be bound to have regard to the said representations and submissions;

2.12.2.4. the expert shall have the power to award the costs of the determination in favour of either party at the expense of the other in the event that the expert shall consider that the said other party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;

2.12.2.5. the expert shall be limited in their findings to the proposals put by either party or a proposal falling between both of them; and

2.12.2.6. the findings of the expert shall save in the case of manifest material error be final and binding on the Owner the Borough Council and the County Council save that the parties retain the right to refer to the Courts on a matter of law

Time Periods

2.13. It is agreed between the parties that any of the periods specified in the Agreement may be extended by mutual agreement in writing between the Owner and the Borough Council and/or the County Council (as the case may be) SAVE THAT any party to this Agreement who requires time to be of the essence in any period extended shall serve notice on any other relevant party stating that time is of the essence in relation to any time period so extended

Approvals

- 2.14. For the purposes of this Agreement where a party is required to make a request give confirmation approval or consent express satisfaction with agree to vary or to give notice of any matter such request confirmation approval consent expression of satisfaction agreement to vary or notice shall be deemed to have not been given or expressed unless given or expressed in writing and shall not be unreasonably withheld or delayed

Notices

- 2.15. Unless expressed otherwise in this Agreement, the service of notices and communications pursuant to this Agreement shall be sent to the addressee at the address stated in this Agreement and in the case of the County Council shall be marked for the attention of the Team Manager, Planning Obligations and Systems Team, Planning Historic and Natural Environment Department or at such other address as the addressee shall have notified to the others in writing
- 2.16. Notices and communications under this Agreement may be sent by personal delivery or by First Class Post (recorded delivery) and any notice or communication sent by First Class Post (recorded delivery) and correctly addressed shall be conclusively deemed to have been received by the addressee on the second Working Day following the date of posting

Exclusion of the Contracts (Rights of Third Parties) Act 1999

- 2.17. Nothing herein contained or implied shall give or be construed as giving rights, privileges, powers or enforceability other than to the specific parties executing this document and their successors (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 (as amended) and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein

Void Provisions

- 2.18. If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable

manner as achieves the intention of the parties without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the forgoing provisions would be to defeat the original intention of the parties

No Fetter of Discretion

2.19. Save as permitted by law in equity nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Borough Council and the County Council in their respective rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the Borough Council and/or the County Council were not a party to this Agreement

Effect of any Waiver

2.20. No waiver (whether express or implied) by the Borough Council and/or the County Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Borough Council and/or the County Council (as relevant) from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner

General Requirement to Co-operate

2.21. Without prejudice to its statutory duties or clause 2.20 the Borough Council the County Council and the Owner shall all act in good faith and shall co-operate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescales specified

Jurisdiction

2.22. This Agreement is governed by and interpreted in accordance with the laws of England

Registration of the Agreement

2.23. This Agreement shall be registered as a deed and Local Land Charge in the Register of Local Land Charges by the Borough Council

Certificate of Satisfaction

2.24. Any party to this Agreement may make application to the Borough Council and /or County Council for written confirmation to the effect that any of the provisions of this Agreement have been completed and/or satisfied

Mortgagees

2.25. No mortgagee of the Application Land (or any part) shall be bound by the obligations in or be liable under this Agreement except as mortgagee in possession and whilst it remains a mortgagee in possession of the Application Land (or any part).

Interest on late payment

2.26. If any sum or amount is not paid to the Borough Council or to the County Council by the date it is due the Owner shall pay to the Borough Council or to the County Council as applicable the interest on that amount at the Default Interest Rate such interest shall accrue on a daily basis for the period from the due date to and including the day of payment

3. THE OWNER'S PLANNING OBLIGATIONS WITH THE BOROUGH COUNCIL

The Owner hereby covenants with the Borough Council as follows:

3.1. Affordable Housing

3.1.1. That no more than 20 Dwellings shall be Occupied unless and until the Owner shall have submitted in writing to the Borough Council and obtained the written approval of the Borough Council to the Affordable Housing Scheme for the provision of the Affordable Dwellings on the Development

3.1.2. To provide the Affordable Dwellings in accordance with the Affordable Housing Scheme or any variations thereto approved in advance in writing by the Borough Council

3.1.3. Subject to the provisions of this Agreement no Affordable Housing for Rent shall be Occupied for any purpose other than as Affordable Housing for Rent and made available pursuant to the Hinckley and Bosworth Choice-Based Lettings Scheme and in accordance with the objectives of the Borough Council's Housing Allocations Policy ("HAP") in force from time to time to:

3.1.3.1. persons in need of affordable housing [within the Parish of Hinckley] pursuant to the Local Connections criteria as defined

in the HAP ("the Parish Connection") and being such persons as shall be agreed between the Borough Council and the Owner who satisfy the Parish Connection; OR

3.1.3.2. in the event that there is no person who satisfies the Parish Connection to such other person in need of affordable housing within the Borough of Hinckley and Bosworth and being such person as shall be agreed between the Borough Council and the Owner who satisfy the District Connection pursuant to the Local Connections criteria as defined within the HAP

3.1.4. PROVIDED THAT if within 28 days of the Owner notifying the Borough Council in writing of an Affordable Dwelling for Rent becoming vacant no such qualifying person can be found to occupy the dwelling the Owner may let the dwelling to any person who satisfies the Owner's normal letting criteria PROVIDED THAT the letting is on the basis of Affordable Housing for Rent

3.2. Off-Site Provision and Maintenance Contributions

The Owner covenants with the Borough Council:

3.2.1. not to Occupy or to permit the Occupation of any Dwelling until the Owner shall have paid to the Borough Council the Off-Site Provision Contribution

3.2.2. not to Occupy or to permit the Occupation of 30 or more of the Dwellings until the Owner has paid to the Borough Council the Off-Site Provision Maintenance Contribution

3.3 Healthcare Contribution

The Owner covenants to pay to the Borough Council the Healthcare Contribution prior to the first Occupation of the Development

3.4 Legal Costs and Monitoring Costs

3.4.1. The Owner shall on upon completion pay the Borough Council's reasonable legal costs in respect of the review and negotiation of this Agreement in the sum of [Pounds (£)]

3.4.2. The Owner shall pay to the Borough Council the Borough Council Monitoring Costs Contribution prior to the Commencement of Development.

4. THE OWNER'S PLANNING OBLIGATIONS TO THE COUNTY COUNCIL

The Owner hereby covenants with the County Council as follows:

4.1. Travel Pack and Bus Pass Contribution

4.1.1. To pay to the County Council the Travel Pack Contribution prior to the first Occupation of the Development

4.1.2. To pay to the County Council the Bus Pass Contribution as follows:

4.1.2.1. 25% of the Bus Pass Contribution prior to the first Occupation of the Development; and

4.1.2.2. subject to the first payment of 25% having been spent or shown to be committed to be spent to pay a further 25% of the Bus Pass Contribution prior to the Occupation of more than 10 of the Dwellings; and

4.1.2.3. the remaining 50% of the Bus Pass Contribution to be paid prior to the Occupation of more than 20 of the Dwellings PROVIDED THAT the County Council and the Owner may by agreement defer the payment of all or part of this remaining 50% Bus Pass Contribution to a later date and will do so where it is evident that the first and second payments (if paid) will not be spent on the intended purpose SAVE THAT the obligation to make the Bus Pass Contribution shall apply up until nine (9) months after the first Occupation of the final Dwelling following which the Owner shall no longer be obliged to comply with the provisions of this clause 4.1.

4.2. Civic Amenity Contribution

To pay to the County Council the Civic Amenity Contribution prior to the first Occupation of the Development

4.3 Library Contribution

To pay to the County Council the Library Contribution prior to the first Occupation of the Development

4.4 Legal Fees and Monitoring Costs

4.4.1 To pay the County Council's reasonable legal costs in respect of the review and negotiation of this Agreement upon completion in the sum of [POUNDS (£)]

4.4.2 To pay the County Council Monitoring Costs Contribution prior to the first Occupation of the Development

5. BOROUGH COUNCIL COVENANTS

The Borough Council covenants with the Owner as follows;

5.1 Health Care Contribution

5.1.1 to pay the Healthcare Contribution to the Healthcare Body upon receipt of the contribution from the Owner but on condition that the Borough Council has first obtained a document from the Healthcare Body (addressed and supplied to both the Borough Council and the Owner) confirming and agreeing that the Healthcare Body will apply the Healthcare Contribution for the purposes of providing additional health care services and/or facilities at []Surgery [and for no other purposes whatsoever] and that should the Healthcare Body not spend the Healthcare Contribution within 7 years of receipt of the contribution by the Borough Council or fail to provide evidence of such expenditure to the Owner when requested at the end of the 7 year period then the Healthcare Body agrees and shall repay to the Owner the Healthcare Contribution or so much of it as remains unspent for the purposes specified at the end of the 7 year period together with any interest that has accrued thereon PROVIDED ALWAYS that the Borough Council shall be under no obligation to the Owner to ensure that the Healthcare Contribution is so applied by the Healthcare Body and shall be deemed to have discharged its obligation under this Agreement to the Owner in respect of the Healthcare Contribution upon payment of the Healthcare Contribution to the Healthcare Body and receipt by both the Owner and the Borough Council of the document herein specified save that the Borough Council will be obliged to return the Healthcare Contribution to the Owner immediately on the expiry of the period of 7 years if the Health Care Body has not sought payment of the Healthcare Contribution or has failed to provide the document of confirmation/agreement as specified in this clause 5.1

5.2 Off-Site Provision and Maintenance Contributions

5.2.1 to apply the Off-Site Provision Contribution and the Off-Site Provision Maintenance Contribution solely towards the stated purposes and for no other purposes whatsoever; and

5.3.1 if Off-Site Provision Contribution has not been expended for the specified purposes within the period of five years from the date of payment of the same to the Borough Council to repay to the Owner on written demand thereafter such part of the relevant contribution as has not been so expended; and

5.2.2 if the Off-Site Provision Maintenance Contribution has not been expended for the specified purposes within fifteen years from the date of payment of the same to the Borough Council to repay to the Owner on written demand thereafter such part of the relevant contribution as has not been so expended

5.3 Information regarding Expenditure

The Borough Council covenants with the Owner to provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Agreement for the purposes herein specified.

6 COUNTY COUNCIL COVENANTS

The County Council hereby covenants with the Owner:

6.1. to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the County Council shall agree and in the case of the Travel Pack Contribution and the Bus Pass Contribution the same shall be spent on Travel Packs and Bus Passes respectively which may only be supplied on the same basis as the Owner would have been required to supply the same

6.2. that upon the receipt of a written request from the Owner or whoever shall have paid the monies to repay to the Owner (or original payor) such amount of any payment made to the County Council under this Agreement which has not been expended or contractually committed for expenditure in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the County Council of such payment (or in the case of payments being staged the date shall only run from the receipt of the final staged payment) together with interest (if any has accrued) in the period from the date of receipt to the date of repayment SAVE FOR the Bus Pass Contribution (if applicable) whereby at the end of a period of nine (9) months after the notification of the first Occupation of

the final Dwelling the County Council will repay to the Owner or the payor such remaining balance of the Bus Pass Contribution together with interest (if any has accrued)

6.3. The County Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Agreement for the purposes herein specified

DRAFT

THE FIRST SCHEDULE

Indexation Provisions

1. In this Schedule:

"Index" means the [All in Tender Price Index of Buildings Cost

Information Services ("BCIS")) as published by the Royal Institute of Chartered Surveyors ("RICS")) or in the event that the RICS shall change the basis of compilation or cease to publish the said Index such other Index as the parties hereto shall agree or in default of agreement such Index as shall be determined by an arbitrator appointed by the President of the RICS the purposes of this Agreement in all cases to ensure as nearly as possible that the sums of money involved shall fluctuate most closely with the Index as specified herein

"Base Index Date"	means the date of the grant of the Planning Permission
"Base Index Figure"	means the figure published in respect of the Index immediately prior to the Base Index Date
"Final Index Figure"	means the figure published or otherwise agreed or determined in respect of the Index immediately prior to the respective dates upon which the Contribution/s are/is paid

2. The Contribution/s shall be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:-

$$\text{Varied Sum} = \frac{A \times C}{B}$$

Where:

A equals the Contribution/s or part due where payable in instalments

B equals the Base Index Figure

C equals the Final Index Figure

3. If after the Base Index Date there should be any increase in the Base Index Figure by reference to which changes in the Index are calculated, the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained and the

appropriate reconciliation shall be made

DRAFT

THE SECOND SCHEDULE

Off-Site Public Open Space (POS) Provision Requirements			
POS Type	Casual / Informal Space (C/ I S)	Outdoor Sports Provision	Accessible Natural Green Space (ANGS)
Provision per Dwelling (2.4 People per Dwelling)	7	16	16.7
No. of Dwellings	40	40	40
Sqm to Provided	280	640	668
Off-Site Provision (per sqm)	£4.44	£9.05	£4.09
Provision Contribution	£1,243.20	£5,792.00	£2,732.12
Maintenance Contribution per sqm (Based on 20 Years)	£5.40	£4.30	£7.10
Maintenance Contribution	£1,512.00	£2,752.00	£4,742/80
POS Provision Total:	£9,767.32		
POS Maintenance Total:	£9,006.80		

DRAFT

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed
on the date first above written

THE COMMON SEAL OF [WIGSTON ESTATES LIMITED]
was hereunto affixed in the presence of:

Director

Director/Secretary

THE COMMON SEAL OF HINCKLEY & BOSWORTH
BOROUGH COUNCIL was hereunto affixed in the presence of:

Authorised Signatory

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

Authorised Signatory