

DATED

2025

(1) GREEN 4 DEVELOPMENTS LIMITED

and

(2) HINCKLEY PROJECT 1 LTD

and

(3) HINCKLEY & BOSWORTH BOROUGH COUNCIL

and

(4) LEICESTERSHIRE COUNTY COUNCIL

PLANNING AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 relating to
Hinkley Leisure Centre, Coventry Road, Hinkley and Land on the North Side of
Coventry Road Hinkley (LE10 0JR)

(Planning Application Ref 25/00354/FUL)

THIS DEED is made the day of Two Thousand and Twenty Five

BETWEEN:

- (1) GREEN 4 DEVELOPMENTS LIMITED** (Co Reg No 08645152) whose registered office is at Hopwell Hall, Ockbrook, Derby, DE72 3RW ("Owner")
- (2) HINCKLEY PROJECT 1 LTD** (Co Reg No 16065002) whose registered office is at 12 Central Arcade, Cleckheaton, England, BD19 5DN ("Developer")
- (3) HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub Rugby Road Hinckley Leicestershire LE10 0FR ("the Borough Council")
- (4) LEICESTERSHIRE COUNTY COUNCIL** of County Hall Glenfield Leicester LE3 8RA ("the County Council")

RECITALS:

- A. By means of the Planning Application planning permission has been sought from the Borough Council to carry out the Development on the Application Land
- B. The Borough Council and the County Council are local planning authorities 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 also both Principal Councils within the meaning of the Local Government Act 1972 (as amended)
- D. The County Council is the local highway authority for the area in which the Application Land is situated
- E. The Owner is the freehold owner of the Application Land registered at HM Land Registry with title absolute under title number LT383184 and the freehold owner of the Application Land registered at HM Land registered at HM Land Registry with possessory title under title number LT466930

- F. The Developer has the benefit of a conditional contract over the Application Land and intends to develop the Application Land pursuant to the Planning Permission
- G. The Borough Council has resolved to grant the Planning Permission subject to conditions and this Deed being entered into to secure the planning obligations contained herein
- H. The Borough Council has given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and are of the view that the planning obligations contained in this Deed are necessary to make the Development acceptable in planning terms, directly related to the Development and are fairly and reasonably related in scale and kind to the Development

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Deed the following expressions shall have the following meanings:

the Act	the Town and Country Planning Act 1990 (as amended)
Application Land	the land edged red on the Site Location Plan
Commencement of Development	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 on the Application Land is begun 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

	<p>constituting Commencement of Development</p> <ul style="list-style-type: none"> 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 v. ecological or nature conservation works associated with the Development vi. construction of site compounds or cabins (including sales cabins) boundary fencing or hoardings or any temporary means of enclosure or temporary works required vii. any diversion or laying of services (including drainage and media) and earthworks and modification of ground levels arising therefrom <p>and "Commence" "Commence Development" and "Commenced" shall be construed accordingly</p>
Development	the development on the Application Land carried out pursuant to the Planning Permission
Facility	72 bed residential care facility (C2) built

	pursuant to the Planning Permission
Health Care Body	the Leicester, Leicestershire and Rutland Integrated Care Board and any successor body
Healthcare Contribution	the sum of £28,800.00 (twenty eight thousand eight hundred pounds) paid in accordance with the triggers in this Deed
Indexed Indexation	the original contribution or commuted sum amount figure or otherwise shall be subject to increase pursuant to indexation in accordance with the indexation provisions contained in the Third Schedule such that an additional sum may be payable in addition to the original contribution or commuted sum amount figure or otherwise as a result of the application of indexation
Occupation	<p>in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include</p> <p>i. daytime occupation by workmen involved in the erection fitting out or decoration of any part of the Development; or</p> <p>ii. the use of any room within the Facility for the marketing of the Development; or</p> <p>iii. the storage of plant and materials</p> <p>and "Occupy" and "Occupied" shall be construed accordingly</p>
Planning Application	the full planning application submitted to the Borough Council for erection of 72 bed

	residential care facility (C2) with associated access, car parking, ambulance drop off area and landscaping allocated reference number 25/00354/FUL
Planning Permission	the planning permission granted by the Borough Council pursuant to the Planning Application and any subsequent planning permission issued pursuant to an application under Section 73 or Section 73B of the Act to remove or vary any conditions attached to the planning permission
Practical Completion	the stage reached when the construction of the Facility is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied
Site Location Plan	the plan entitled Site Location Plan with reference SLP-ES-01 attached at Appendix 1
Traffic Regulation Order Contribution	the sum of £7,500.00 (seven thousand five hundred pounds) Indexed to be used for the provision of necessary traffic regulation orders in connection with the Development to enforce the relocation of parking restrictions in association with the removal of the turning circle and widening the footway on Marchant Road
Travel Plan	the travel plan submitted as part of the Planning Application
Travel Plan Monitoring Contribution	the sum of £6,000.00 (six thousand pounds) to be used towards monitoring the Travel Plan
Working Day	any day except any Saturday or Sunday or

	any other day on which banks in the City of London are not open to the general public
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- 1.2. Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 1.3. Words in this Deed 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 Deed 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 Deed 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 Deed.
- 1.6. The expression "the Owner" shall where the context so admits include its respective successors and assigns.
- 1.7. The expression "Borough Council" and "County Council" shall include their respective successors in title or function.
- 1.8. Obligations and liabilities of a party comprising more than one person are obligations of such persons jointly and severally.

2. GENERAL PROVISIONS

Statutory Authority

- 2.1. This Deed and each of the covenants given by the Owner contained herein are planning obligations and are made pursuant to Section 106 of the Act (to the extent that they fall within the terms of Section 106 of the Act), Section 111 of the Local Government Act 1972 (as amended) and Section 1 of the Localism Act 2011 (as amended) and all other enabling

powers that may be relevant to the enforcement of the obligations contained in this Deed.

- 2.2. The covenants by the Owner contained in the First Schedule shall be enforceable by the Borough Council and the covenants by the Owner contained in the Second Schedule shall be enforceable by the Borough Council and the County Council.
- 2.3. This Deed is a local land charge and will be registered as such by the Borough Council.
- 2.4. Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Borough Council or County Council of any of their statutory powers, duties, functions or discretions in relation to the Application Land or otherwise.

Liability

- 2.5. The covenants given by the Owner contained in the Schedules are made with the intent that the covenants will bind the Application Land and be binding on and be enforceable against the Owner, and subject to clause 2.7, the Owner's successors in title or assignees, if and to the extent that the Owner or their successors have a legal interest in the part of the Application Land to which the relevant planning obligation relates 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 on and in respect of any land of which they have had no legal interest or are no longer seized save in respect of any prior subsisting breach.
- 2.6. Nothing in this Deed 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) granted (whether or not on appeal) after the date of this Deed.

- 2.7. The covenants contained in this Deed shall not be enforceable:
- 2.7.1. by the Borough Council against purchasers or lessees of units within the Facility; or
 - 2.7.2. by the County Council against individual purchasers or lessees of units within the Facility on the Application Land constructed pursuant to the Planning Permission 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 other apparatus 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.
- 2.8. In the event that the Owner disposes of any of its interests in the Application Land or any part thereof before such date as all the obligations in this Deed are complied with or otherwise deemed to be discharged then they shall within 28 (twenty-eight) days of such disposal give written notice of the name and address of its successors in title (other than those specified in clause 2.7) to the Borough Council and the County Council together with sufficient details of the land included in the disposal to allow its identification.

Contingencies

- 2.9. Subject to Clauses 2.10 and 2.11 this Deed is conditional upon and will not take effect until both Planning Permission has been granted and Development has Commenced.
- 2.10. Clauses 1, 2.1 to 2.13 inclusive and **Error! Reference source not found.** to 2.30 inclusive come into effect on the date of this Deed.
- 2.11. Clause 3 comes into effect on the date of grant of Planning Permission.
- 2.12. In the event of the Planning Permission expiring or in the event of the revocation or the quashing and refusal upon redetermination of the

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

Borough Council's Legal Fees

- 2.13. The Owner covenants to pay the legal fees of the Borough Council incurred in respect of the completion of this Deed up to a maximum of [].

County Council's Legal Fees

- 2.14. The Owner covenants to pay the legal fees of the County Council incurred in respect of the completion of this Deed up to a maximum of [].

Commencement of Development - Notification

- 2.15. The Owner shall give the Borough Council 7 (seven) days' written notice of the occurrence of Commencement of Development and shall simultaneously send a copy of such notice to the County Council PROVIDED THAT in default of giving notice or confirming the date by exchange of correspondence shall not prevent the Commencement of Development or the operation of this Deed.

Determination by Expert

- 2.16. Notwithstanding any specific provision in this Deed in the event of any dispute between the parties to this Deed concerning this Deed 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 Deed 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 20 (twenty) Working Days of the date of giving of the notice) appointed by the Chairman for the time being of the Planning and Environment Bar Association whose appointment shall be conducted on the following terms

- 2.16.1. The person to be appointed pursuant to Clause 2.16 shall be a person having 15 (fifteen) years or more relevant post-qualification experience of the issue in dispute and projects comprising works of the scale and nature of the Development
- 2.16.2. The reference to the expert shall be on terms that:
 - 2.16.2.1. 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 on one another's representations;
 - 2.16.2.2. The expert shall be able to stipulate periods of time for the making of such submissions and representations;
 - 2.16.2.3. The expert shall be bound to have regard to the said submissions and representations;
 - 2.16.2.4. Each party to the dispute will bear its own costs and the expert's costs will be paid as determined by the expert Save That 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;
 - 2.16.2.5. 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.

Notices, Approvals and Time Periods

- 2.17. The service of notices and communications pursuant to this Deed shall be sent to the addressee at the address stated in this Deed or at such other address as the addressee shall have notified to the others in writing and in the case of the Borough Council shall be addressed specifically for the attention of the Compliance and Monitoring Officer and in the case of the County Council shall be marked for the attention of the Team Manager, Planning Obligations and Systems Team, Planning and Historic and Natural Environment Department.
- 2.18. Notices and communications under this Deed may be sent by personal delivery or by First Class Post (recorded delivery) and correctly addressed and shall be conclusively deemed to have been received by the addressee:
 - 2.18.1. In the case of being personally delivered, at the time of delivery;
 - 2.18.2. In the case of First Class Post (recorded delivery) at the time delivery was signed for.
- 2.19. In proving 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 prepaid first class (recorded delivery) envelope.
- 2.20. If a notice, demand or any other communication is served after 4pm on a Working Day, or on a day that is not a Working Day, it shall be treated as having been served on the next Working Day.
- 2.21. For the avoidance of doubt, where proceedings have been issued in the Court of England, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

- 2.22. 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 unless given or expressed in writing and shall not be unreasonably withheld or delayed.

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

- 2.23. Nothing herein contained or implied shall be given or construed as giving rights, privileges, powers or enforceability other than 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 contained.

Void Provisions

- 2.24. If any provision of this Deed is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect.

No Fetter of Discretion

- 2.25. Nothing contained or implied in this Deed 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.

Effects of any Waiver

- 2.26. No waiver (whether express or implied) by any party to this Deed of any breach or default by any other party to this Deed in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent that party from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof.

Mortgagees

- 2.27. No mortgagee or chargee of the Application Land (or any part of it) shall be bound by the obligations in or be liable under this Deed except arising during such a period as such mortgagee or chargee is a chargee or mortgagee in possession of the whole or any part of the Application Land and only whilst it remains mortgagee or chargee in possession of the Application Land (or any part of it).

Interest on Late Payment

- 2.28. If any payment due to the Borough Council or County Council under this Deed is paid late, interest will be payable from the date payment is due to the date of payment at the rate of 4% per annum above the Bank of England base lending rate prevailing at the time.

Jurisdiction

- 2.29. This Deed is governed by and interpreted in accordance with the laws of England.

Section 73 permissions

- 2.30. In the event that the Borough Council shall at any time after the date of this Deed grant a planning permission pursuant to an application made under Section 73 or Section 73B of the Act in respect of conditions attached to the Planning Permission, save and in so far as this Deed has

been amended by way of a deed of variation prior to the grant of such planning permission, references in this Deed to the "Development" and the "Planning Application" and the "Planning Permission" shall be deemed to include any such subsequent planning applications and planning permissions as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly PROVIDED THAT nothing in this clause shall fetter the discretion of the Borough Council in determining any application(s) under Section 73 or Section 73B of the Act or the appropriate nature and/or quantum of Section 106 obligations required pursuant to a determination under Section 73 or Section 73B of the Act whether by way of a new Deed or supplemental Deed pursuant to Section 106 of the Act.

3. THE PLANNING OBLIGATIONS

- 3.1. The Owner covenants in favour of the Borough Council to comply with the obligations set out in the First Schedule and Second Schedule.
- 3.2. The Borough Council covenants in favour of the Owner to comply with the obligations set out in the Third Schedule.
- 3.3. The County Council covenants in favour of the Owner to comply with the obligations set out in the Forth Schedule.

FIRST SCHEDULE

PLANNING OBLIGATIONS TO THE BOROUGH COUNCIL

PART 1

The Owner covenants with the Borough Council, as follows:

1. **Healthcare Contribution**
- 1.1 To pay the Healthcare Contribution prior to the first Occupation of the Facility
- 1.2 Not to Occupy the Facility until the Healthcare Contribution has been paid to the Borough Council

SECOND SCHEDULE

THE OWNER'S PLANNING OBLIGATIONS IN FAVOUR OF THE COUNTY COUNCIL

The Owner covenants with the County Council as follows:

1. **Travel Plan Monitoring Contribution**
 - 1.1 To pay the Travel Plan Monitoring Contribution to the County Council prior to first Occupation of the Facility.
2. **Traffic Regulation Order Contribution**
 - 2.1 To pay the Traffic Regulation Order Contribution to the County Council prior to first Occupation of the Facility.

THE THIRD 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 compile or publish the said Index such other Index as the parties hereto shall agree or in default of agreement such Index as shall be determined in accordance with clause 2.16 for the purposes of this Deed in all cases to ensure as nearly as possible that the sums of money involved shall fluctuate in accordance with the general level of the building industry costs
- "Base Index Date" means the date of this Deed
- "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 relevant contribution is paid

2. The relevant contribution shall be adjusted by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:-

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

B

Where: "A" equals the relevant contribution

"B" equals the Base Index Figure

"C" equals the Final Index Figure

3. If after the Base Index Date there should be any change 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
4. If any substitution for the said the BCIS, or any index previously substituted therefore shall occur, the parties hereto shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and the BCIS or any index previously substituted therefor on the other hand and the provisions of clause 2.16 on expert determination shall apply in event of dispute between the parties relating to the substitution or otherwise of the index or any other dispute arising in relation to this Third Schedule.

THE FOURTH SCHEDULE
OBLIGATIONS OF THE BOROUGH COUNCIL

The Borough Council covenants with the Owner as follows:

1. Following receipt of the Healthcare Contribution to pay the Healthcare Contribution to the Health Care Body within 28 days of receipt of written confirmation from the Health Care Body that it will apply that Healthcare Contribution solely towards delivery of NHS health care enhancement/extension schemes of providers that deliver NHS healthcare services for the locality of Hinckley and whose catchment area covers the Development within ten years from the date of payment of the Healthcare Contribution to the Borough Council such written confirmation from the Health Care Body to be sent by the Borough Council to the Owner prior to the Healthcare Contribution being passed to the Health Care Body
2. In the event that all or any part of the Healthcare Contribution remains unspent or has not been allocated or committed or used for the purpose for which it was paid within 10 years from the date of Practical Completion of the Development (as notified to the Borough Council by the Owner pursuant to clause 2.14) and unless the Borough Council and the Owner agree otherwise the Borough Council covenants on request from the person that made such payment to repay such sum or amount (or such part thereof) to the person who paid the contribution together with any accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administration expenses

THE FIFTH SCHEDULE
OBLIGATIONS OF THE COUNTY COUNCIL

The County Council covenants with the Owner as follows:

1. To apply the Travel Plan Monitoring Contribution solely towards the definition hereof and for no other purpose.
2. To apply the Traffic Regulation Order Contribution solely towards the definition hereof and for no other purpose and if any part of the Traffic Regulation Order Contribution has not been applied or committed for that purpose within 15 (fifteen) years from the date of its receipt by the County Council to repay to the party that paid the Traffic Regulation Order
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 Deed for the purposes herein specified.

IN WITNESS whereof the parties have executed and delivered this Deed on the date first above written

EXECUTED as a DEED BY

GREEN 4 DEVELOPMENTS LIMITED

Acting by a director

Director

In the presence of

Witness signature-----

Witness name-----

Witness occupation-----

Witness address-----

EXECUTED as a DEED BY

HINCKLEY PROJECT 1 LTD

acting by a director

Director

In the presence of

Witness signature-----

Witness name-----

Witness occupation-----

Witness address-----

**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

SITE LOCATION PLAN