Other Services - Not provided by Leicestershire County Council

Health Care

1.	**Name of service**	**Health Care**
2.	**Category of Service Provider**	Other Services
3.	**Current Guidance**	Circular 05/05 Health Care Business Plans Public Health Strategies Development plans for the area
4.	**Type of Facilities for which provision may be needed**	Sites of New Facilities Construction Costs for additional Facilities / extensions or alterations.
5.	**Type of development which might trigger need**	
	a) Residential	Where a development increases the population of an area and where there is extra demand on the local health care provision. The contribution will be based on the Health Formula which considers the following areas which impact on Health Care Services Population Capacity Public Health needs assessment Deprivation GP list sizes Population distribution, (Age, Culture)
	b) Other	Expansion of any area that will impact on the demand for Health Care the same or similar formula will apply, for example: Expansion of Universities Expansion or contraction of major employer

6.	**Health Care Formula**	Property Type	Number	Value
		A	1-2 Bed	£583
		B	3-4 Bed	£1,167
		C	5+ Bed	£1,750
		D	Students	£219
		Deprivation Factor	Ward/Area Value	0 to 40 +
			Calculation factor	0.8 to 1.4
		MIPS (Current)		395
7.	**Form in which payments should be made**	Capital Monies Land or buildings		
8.	**Contributions to Capital costs or Revenue Costs**	Capital costs to contribute to the expansion of Health Care provision either are a payment for a specific area or into a pooled contribution for that area where there is a progressive expansion. The level of contribution will be in accordance with the Health Care Formula and linked to the MIPS Health Care inflation index.		
9.	**Threshold for size of development for which contributions are appropriate**	The standard threshold is 10 units, but this will be reduced to 5 or less if an area is being developed in small sites.		
10.	**Geographical areas where there is no spare capacity**	The PCT's will divide their area into specific zones that will include a number of Council wards, e.g. using the Public Health neighbourhoods system. The capacity in each zone will be calculated and the level of short fall or not will form the basis of a case of need for any request for a contribution		
11.	**Contact Person**	Mr Ian Derbyshire Head of Estates & Facilities Charnwood & North-West Leicestershire PCT Woodgate, Loughborough, LE11 2TZ Ian.Derbyshire@cnwlpct.nhs.uk Tel: 01509 568664 / 567797		

12.	**PCT Contacts and arrangements**	Each individual PCT will provide its own developer Contribution needs assessment and supporting documentation in line with this guidance and in conjunction with there local planning department
13.	**Last Update** **Review Date**	2006 2008
14.	**Retention of contribution**	The contribution will be retained for 5 years where it is for a specific project and 7 years where it is included in a Pooled fund for an area.
15.	**Contribution Trigger Points**	The Contributions will be made as follows: 1st - 50% of Payment - When 40% of site complete or 12 months from commencement of development, whichever is the sooner 2nd - 50% of Payment - When 95% of site complete or 24 months from commencement, which ever is the sooner

Other Services - Not provided by Leicestershire County Council

Leicestershire Constabulary

1.	**Name of service**	**Leicestershire Constabulary**
2.	**Category of service provider**	Other Service
3.	**Current Guidance on the issue**	PPS 1 sets out the Governments vision for planning and the key policies and principles which should underpin the planning system. It states that design policies should encourage developments which 'Create safe environments where crime and disorder or fear of crime does not undermine quality of life or community cohesion'. PPS 3 requires that in Designing for Quality, Local Planning Authorities should develop plans and policies which 'promote designs and layouts that are inclusive, safe, take into account of public health, crime prevention and community safety, ensure adequate surveillance ....'. The Crime and Disorder Act 1998 adds impetus to the need to work in partnership to improve the quality of life by requiring all authorities, including planning authorities, to consider crime and disorder whilst exercising all their duties. Leicestershire Constabulary are preparing additional guidance on Developer Contributions. This will be incorporated into the Statement of Requirements for Developer Contributions in Leicestershire in a subsequent review of the document.
4.	**Type of facilities for which provision may be needed**	Sites for police stations, erection costs of new police stations and contribution towards additional office/other building provision at existing police stations or other community buildings.
5.	**Type of development which might trigger need** **i. Residential** **ii. Other**	 A contribution will be required towards the cost of additional policing if there is a need arising from the development. Where a new police station is required, the developer would be expected to provide a site and the erection costs. Proposals to redevelop an existing police station site by a developer would normally trigger need for a replacement police station. Otherwise, each application to be considered on an individual basis. Leicestershire Constabulary provides a free Architectural Liaison Service to which in the first instance development proposals should be submitted.

6.	**Form in which payments should be made**	Land where required and either the costs of construction of buildings or work in kind to the Constabulary's specification. Other contributions may be appropriate, and these will be assessed on an individual site by site basis
7.	**Contributions to capital costs or revenue costs**	Capital only, normally.
8.	**Threshold for size of development for which contributions are appropriate**	The impact upon police service provision should be assessed in respect of each new development but normally with residential development a minimum threshold of 10 units be applied
9.	**Geographic areas where there is no spare capacity**	
10.	**Contact person**	Sue Davison, Property Services Department Stewart Bradshaw, Community Safety Bureau Leicestershire Constabulary, Police Headquarters, St Johns, Enderby, Leicester LE9 2BX. TEL: 0116 222 2222
11.	**Last updated**	2006

Other Services - Not provided by Leicestershire County Council

Leicestershire Fire and Rescue Service

1.	**Name of service**	**Leicestershire Fire and Rescue Service**
2.	**Category of service provider**	Other Services
3.	**Current Guidance on the issue**	Circular 05/2005. The Fire Service is required to secure water from either potable or open water services to effectively fight fires under normal circumstances. The Code of Practice between all Fire Authorities and all Water Companies states: *Securing water for fire fighting purposes on new sites;* *All new development should be considered at the planning stage with a view to securing water meeting fire-fighting needs. Both the fire service and water companies as consultees, should require provision of water for fire-fighting by developers/owners of new developments, or redevelopments when the needs are increased.*
4.	**Type of facilities for which provision may be needed**	Hydrants and appropriate water mains with adequate pressure to supply them. Possible alternative sources of water for fire fighting include balancing lakes and underground tanks.
5.	**Type of development which might trigger need** **i. Residential** **ii. Other**	Both residential and commercial development can trigger need. Storage and manufacturing uses raise particular needs. In the case of potable water services, the cost of provision includes both hydrants and the supply to them through suitable water mains. Adequate mains pressure to fight fires is a further consideration. The Code recognises that water distribution systems are subject to external factors beyond the control of water companies that affect flow, such as peak demand and leaks. Alternative sources to the mains for fire-fighting water supply include balancing lakes and underground tanks. Where these are appropriate their provision will need to be negotiated between developers and local planning authorities in each case.
6.	**Form in which payments should be made**	Land where required and either the costs of construction of buildings or work in kind to the Chief Fire Officer's specification

7.	**Contributions to capital costs or revenue costs**	
8.	**Threshold for size of development for which contributions are appropriate**	Any form of development might compromise fire-fighting ability.
9..	**Geographic areas where there is no spare capacity**	Water for fire fighting is most often a problem in areas of greenfield development.
10.	**Contact person**	Ian Cartwright Head of Community Risk Management Leicestershire Fire and Rescue Service, Headquarters Anstey Frith Leicester Road Glenfield Leicester LE3 8HD Tel 0116-287-2241
11.	**Last updated**	October 2007

Appendix 1

CONSULTATION TO BE UNDERTAKEN ON THE STATEMENT OF DEVELOPER CONTRIBUTIONS

OBJECTIVE OF THE CONSULTATION

To seek comments from a range of organisations on this Developer Contributions Statement. Public consultation on the preparation of the Statement will add weight to it as a material consideration in determining planning applications.

ORGANISATIONS INVITED TO COMMENT

Parties involved in preparing the Statement

- County Council and other service providers contributing to the Statement
  - -Leicestershire Constabulary
  - -Leicestershire Fire and Rescue Service
  - -Primary Health Care Trusts in Leicestershire
- Leicestershire District Councils

Local Government

- Leicestershire County Council
- Leicester City Council
- Rutland County Council
- Adjoining County Councils (for information only)

  Cambridgeshire
  Derbyshire
  Lincolnshire
  Northamptonshire
  Nottinghamshire
  Staffordshire
  Warwickshire
  W. Midlands

- Association of Parish Councils

Service Providers

- Severn Trent Water plc
- Anglian Water
- Arriva Fox County
- Central Trains
- Network Rail
- British Rail Consortium
- British Telecom
- NTL
- British Gas
- Central Networks

Central Government, Political interests and Quangos

- Government Office East Midlands (who were asked whether other Government departments might want to comment)
- East Midlands Regional Assembly
- Environment Agency (East Midlands Region)
- Sport England (East Midlands Region)
- Racial Equality Council
- National Forest
- East Midlands Development Agency
- Highways Agency
- PLAN Consortium (responsible for the A6 improvements)
- English Nature
- English Heritage
- Campaign for the Protection of Rural England
- SUSTRANS

Business interests

- Leicestershire Chamber of Commerce and Industry
- Loughborough Chamber of Trade
- Leicester Chamber of Trade
- Hinckley and District Economic Partnership
- Nottingham East Midlands Airport
- Home Builders Federation
- Builders / Developers / Consultancies including:
    - Redrow Homes (Midlands)
    - William Davis Ltd
    - Beazer Strategic Land
    - Wilson Bowden
    - Birch Homes Ltd
    - Bellway Homes Ltd
    - Underwood Homes
    - DPDS Consulting
- CBI (Leicestershire County Group)
- NFU (East Midlands Region)

Community Associations

- East Midlands Housing
- Leicestershire and Rutland Rural Community Council
- Voluntary Action Leicester

Professional Bodies

- The Planning Officers Society
- The Local Government Association
- The Royal Town Planning Institute

Appendix 2

NOTIFICATION PROCEDURES ON DEVELOPER CONTRIBUTIONS

1. INTRODUCTION

1.1 New developments often require contributions from developers to provide for necessary improvements to public services and facilities. These may be provided by both the District and/or County Councils in Leicestershire, or may be secured on behalf of other agencies. It is in the interest of all parties to ensure that the full range of relevant facilities arising from any particular development is made available for the benefit of the local community, irrespective of the distribution of responsibilities for different services.

1.2 The District Councils, as local planning authorities, are the first points of contact for most developments; the County Council is responsible for mineral and waste proposals. A formal protocol was established through the original County-wide supplementary guidance document, to ensure that all responsible parties are given the opportunity to assess the implications for service provision arising from new development proposals. This procedure has evolved and improved over the intervening period, and needs to respond to changes in circumstances.

1.3 The current procedure for consultation between the District Councils and the County Highways Authority on appropriate proposals, as set out in the Development Control Agreement, will continue to operate. Internal arrangements within the County Council will ensure that any requirements of the County Highways Authority, for developer contributions arising from a particular proposal, are notified to the appropriate officer in the County Planning Authority.

2. THE PROCEDURE

District Matters

2.1 The County Council developer contributions officer, based in the Planning Group of the Community Services Department, will be the co-ordinator for developer contribution matters and will be responsible for contacting nominated officers within the relevant departments of the County Council and responding to the District Councils on any development proposals notified by them.

2.2 Individual planning case officers at the District Councils will be responsible for notifying the County Council developer contributions officer of relevant development proposals, as defined in the following paragraphs.

2.3 Notification on development proposals will take place in accordance with the following thresholds for different categories of development:

(i) Residential development: at least 10 dwellings, or 0.25ha @ 40 dwellings /ha in size;

(ii) Any 'significant' proposal for other forms of development (e.g. employment, retail, leisure), which is likely to give rise to requirements for developer contributions, based on the advice given in the guidelines and/or locations of 'special concern' set out in paragraph 2.4 below.

2.4 There may be circumstances where there are a large number of proposals for less than 10 dwellings in an area. The County Council and District Councils will consider the accumulative impact of these smaller proposals, where it is established that individual services and facilities are close to capacity or will require improvement as a result of development. Individual service providers may identify in the guidelines those locations where there are 'special concerns' for particular services, which will be reviewed by the service departments on a regular basis.

2.5 Individual service providers will review the contents of the guideline tables on a regular basis, in the context of annual programmes and changes in circumstances. In some locations, the cumulative impact of proposals for 'small sites' (i.e. below the identified thresholds) may result in the need to improve service provision. The County Council will maintain records of the accumulation of 'small' developments, based on the 'small sites' information provided by District Councils.

2.6 Relevant development proposals (referred to in para.2.3 above) will include planning applications, any pre-application inquiries and development briefs on the following:

(i) proposals that are identified through development plan allocations. Although there may have been consultation on these sites through the local development framework process, it will be necessary to notify the County Council of subsequent planning applications, in order that its service requirements can be confirmed.

It may be appropriate to consider additional contributions in addition to those set out in development plans, where there are new considerations to be taken into account;

(ii) 'windfall sites', which can often give rise to previously unidentified requirements for services and facilities;

(iii) proposals which are the subject of appeal and/or 'call-in' proceedings, where notification procedures have not been concluded or require confirmation.

2.7 Notification by the District Council shall be on the agreed proforma agreed by the County Council and District Councils and reviewed as necessary. It will be accompanied by sufficient information to identify the site of the proposal, including an adequate location plan, the type and nature of the proposed units. The CC will obtain details of the submitted planning applications in electronic form, where these are available on the DC's own web-site.

2.8 In agreed cases, the County Council developer contributions officer, together with a representative of other County Council departments as may be necessary, will be given the opportunity to attend any meetings which may be held between the District Council and a developer and / or agent to discuss potential contributions, with the agreement of the developer.

2.9 The County Council devolper contributions officer will respond to all notifications of planning proposals by the District Council within 21 days, unless an extension of time is granted at the discretion of the District Council's officer.

2.10 Prior to the final decision on the proposal being made, in the event of any requirements for developer contributions associated with Leicestershire County Council service provision not being agreed, the District Council officer will formally notify the County Council developer contributions officer of the circumstances. The County Council will be given the opportunity to respond if any of its requirements are not agreed and where appropriate to prioritise its bid for contributions towards service provision and facilities. The County Council will respond to the District Council within 14 days of the subsequent notification, unless an extension of time is granted at the discretion of the District Council officer.

Pre-application enquiries

2.11 Often, developers (or their agents) are encouraged to establish the likely scale and nature of developer contributions in advance of planning submission, the CC will facilitate the provision of the appropriate advice through its normal procedures. If developers and agents seek such advice, then they should submit a formal request, accompanied by sufficient information to identify the site and the scale and type of units intended. In normal circumstances, a response will be provided within 21 days of receipt of the appropriate information.

County Matters

2.12 Individual case officers of the County Council shall be responsible for notifying the relevant (development case) officers of the District Councils of any minerals and waste proposals, County Matters, which involve offer of, or necessity for, contributions towards services provided by the District authority.

2.13 Such notification shall take place on relevant planning applications and pre-application inquiries, using the agreed proforma referred to in para.2.7 above. The notification shall be accompanied by sufficient information to identify the site of the proposal, including an adequate location plan and any written submission that may accompany the developer's application or inquiry.

2.14 In agreed cases, the District Council's officer will be given the opportunity to attend any meetings which may be held between the County Council and a developer and/or agent to discuss potential contributions.

2.15 The District officer will respond to all notifications of planning proposals by the County Council within 28 days, unless an extension of time is granted at the discretion of the County Council's officer.

2.16 Prior to the final decision on the proposal being made, in the event of any requirements for developer contributions associated with District service provision not being agreed, the County Council developer contributions officer will formally notify the District Council of the circumstances. The District

Council will be given the opportunity to respond if any of its requirements are not agreed and where appropriate to prioritise its bid for contributions towards service provision and facilities. The District Council will respond to the County Council within 14 days of the subsequent notification, unless an extension of time is granted at the discretion of the County Council co-ordinator.

Legal Agreements

2.17 The cost of preparing and securing legal agreements will normally be met by developers. In other cases, the County Council and District Council will separately be responsible for the costs relating to its own specific service requirements. This document includes advice on the use of standard clauses and agreements (see Appendix 3), which should assist in the preparation of these documents.

2.18 If there is a 'significant' delay between the negotiation of contributions and the subsequent signing of any relevant agreement, then it might be necessary to re-calculate the scale and nature of contributions, based on any changes in circumstances in the intervening period. Similarly, planning authorities will be expected to advise the alternative service provider(s) on any changes to proposals during the course of negotiations.

2.19 Following negotiation, it is expected that a draft legal agreement will be forwarded to the County Council's legal officer for scrutiny. After any legal agreement, obligation or unilateral undertaking has been agreed, a copy of the relevant document shall be sent by the District Council to the County Council. In the case of County Matters, a copy of the agreement shall be sent by the County Council to the District Council's case officer.

Timing of payment

2.20 This will vary but broadly speaking payment should be made at a time that enables the provision of the facility that is being funded at the time when it is needed. There is no rigid formula to calculate this and it can be varied according to individual circumstances.

2.21 In the case of education contributions, for example, a payment scheme has

developed which normally requires:

- 10% on commencement of development to enable commencement of the design of the project
- 45% at about the mid point in the development
- 45% towards the end of the development.

The payment scheme does vary however, for example where the money will be used to fund part of a larger contract that will incorporate the additional accommodation being funded.

2.22 The same sorts of general consideration on timing of payment apply to highway contributions.

Method of payment

2.23 Payment is not always in cash. For example if a development necessitates additional educational facilities, the developer may be given the option of either making a financial contribution or constructing the additional facilities himself to the Education Authority's specification and design requirements. Alternatively, if the work being funded by the developer is part of a larger extension, the developer may be told that the only option is to make a cash contribution.

2.24 Similar considerations on method of payment, and whether the developer or the Highway Authority does the work, may apply to highway contributions.

Monitoring of contributions

2.25 Records will be kept of payments received. The trigger points at which payments will normally be made shall be monitored by the District Council or Leicestershire County Council, as appropriate. If considered appropriate, the legal agreement may include a clause requiring the developer to notify the Authority when trigger points are reached or a prescribed period has elapsed. Whichever Authority is monitoring the trigger points and the receipt of payments will need to ensure that payment is made to the appropriate service provider.

2.26 The County Council intends to investigate the procurement of a corporate data base and monitoring system, to assist in the efficient and effective control of all developer contributions. This would also promote the opportunity to investigate the possibilities for sharing data systems between County and District authorities.

Supplementary Notes:

The District Councils will continue to consult directly with Fire, Police and Health Authorities to ascertain any appropriate service requirements, as they are not part of the County Council's function.

Appendix 3

STANDARD CLAUSES AND LEGAL AGREEMENT

S106 AGREEMENT STANDARD DOCUMENT

The attached standard draft agreement is currently being reviewed by LCC Legal Services, in consultation with the legal representatives and planning officers from all the Borough/District Councils.

It is not envisaged that there will be any major changes in the wording of such agreements, but rather a change in format in an endeavour to simplify agreements and thereby achieve earlier completion of individual documents

All applicants should be aware that the Government costs multipliers which are used to calculate contributions being sought are re-calculated on 1st April each year. Applications received in the preceding twelve months which require the payment of contributions, and where the S106 agreement remains outstanding after this date are advised that contributions will be recalculated after 1st April.

CURRENTLY UNDER REVIEW

DATE 2006

BOROUGH/DISTRICT COUNCIL

and

LEICESTERSHIRE COUNTY COUNCIL

PLANNING AGREEMENT

SECTION 106 TOWN AND COUNTY PLANNING ACT 1990

Relating to the residential development of land

at

in the County of Leicestershire

Leicestershire County Council
Council Hall,
Glenfield,
Leicester.
LE3 8RA.

THIS AGREEMENT is made this day of

2006 **BETWEEN** **LIMITED** whose registered office is situated at

("the Owner") **BOROUGH**

COUNCIL of Council Offices Leicestershire

("the Borough Council") and **LEICESTERSHIRE COUNTY COUNCIL** of

County Hall Glenfield Leicester LE3 8RA ("the County Council")

RECITALS

1. The Borough Council is the Local Planning Authority for the purposes of this Agreement for the area within which the Land is situated

2. The County Council is a Local Planning Authority the Local Education Authority the Highway Authority and the Authority responsible for the provision of Library and Civic Amenity Facilities the area within which the Land is situated.

3. The Owner is the owner in fee simple in possession free from encumbrances of the Land

4. (The Mortgagee is mortgagee of the land under a legal mortgage dated
and made between the Owner and the Mortgagee

5. The Owner has applied to the Borough/District Council for planning permissions to carry out the Development

6. To facilitate the Development the Borough Council require the payment of the Education Contribution the Highway Contribution the Library Contribution and the Civic Amenity Contribution

7. The Borough Council has resolved to grant planning permission for the Development subject to conditions and subject to the making of this Agreement without which planning permission for the development would not have been granted

NOW THIS DEED WITNESSETH as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (including for the avoidance of doubt the Recitals hereto) the following expressions shall have the following meanings unless the context requires otherwise:-

"Planning Act"	The Town and Country Planning Act 1990 (as amended)
"Civic Amenity Contribution"	The sum of Pounds (£) (per dwelling) as a contribution towards the cost of the provision of facilities at the Civic Amenity Site which would ordinarily be expected to be visited by residents of the Development
"Commencement of Development"	shall mean the time when the development is initiated or begun by carrying out any of the operations specified in Section 56(4) (a) (b) (c) or (d) of the Planning Act (other than works of demolition site clearance and fencing survey soil tests or archaeology tests) and "commence" or "commenced" shall muitatis mutandis be construed accordingly
"Development"	the erection of dwellings on the Land pursuant to the Planning Permission
"Education Contribution"	the sum of Pounds (£) (per dwelling) as a contribution towards the cost of the provision and enhancement of educational facilities at schools which would ordinarily be expected to be attended by residents of the Development
"Highway Contribution"	the sum of Pounds (£) (per dwelling) as a contribution towards the cost of the provision of the highway works as set out in Schedule ()
"the Land"	the Land as described in the First Schedule hereto
"Library Contribution"	The sum of Pounds (£) (per dwelling) as a

	contribution towards the cost of the provision of books or alternative educational facilities at the Library which would ordinarily be expected to be visited by residents of the 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 of any part of the Development; (ii) the use of any dwelling house(s) for the marketing of the Development or (iii) the storage of plant and materials
"plan"	the plan annexed hereto
"Planning Application"	the Planning Application made by the Owner to the Borough/District Council and registered on reference number for (detailed/outline) planning permission for the Development
"Planning Permission"	the planning permission to be granted pursuant to the Planning Application for the Development subject to conditions

1.2 In this Agreement

1.2.1. Words importing the masculine gender shall be deemed to include the feminine and the neuter and the singular the plural and vice versa and words denoting natural persons shall include corporations and vice versa unless the contrary is expressly provided or the context otherwise requires

1.2.2 Obligations and liabilities of a party comprising more than one person are obligations and liabilities of such persons jointly and severally provided that no person shall be liable in respect of any breach (and for this purpose breach shall include the failure to perform any positive obligation) other than in respect of land in his beneficial ownership AND further no person shall be liable for any breach of covenant first occurring after he has disposed of

such interest in such land or the part thereof in respect of which such breach occurs

1.2.3 Any reference to any numbered clause or sub-clause or to a Schedule is (except where indicated to the contrary) a reference to the corresponding clause or sub-clause or a Schedule to this Agreement

1.2.4 Any reference to any statute or any section thereof includes any amendment modification consolidation or re-enactment thereof and any statutory instrument direction or regulation made thereunder for the time being in force

1.2.5 The clause headings in this Agreement are for ease of reference only and shall not affect the construction thereof

1.2.6 The expressions "the Borough/District Council" "the County Council" "the Owner and "the Mortgagee" shall where the context so admits include their respective successors and assigns

1.2.7 No failure or delay by the Borough/District Council or the County Council to exercise any right power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same of some other right or power of the relevant Council Offices

2. STATUTORY BASIS

This Agreement is made pursuant to Section 106 of the Planning Act Section 111 of the Local Government Act 1972 and in pursuance of all other powers enabling the parties hereto respectively with the intention that the covenants given by the Owner in this Deed bind (so far as provided by this Agreement) its successors in title (being owners for the time being of the owners interests or a part thereof in the Land)

3. PLANNING OBLIGATION

3.1 Each covenant by the Owner contained herein is a planning obligation for the purpose of Section 106 of the Planning Act and enforceable by the Borough Council

3.2 The covenants contained in clause 4 are also enforceable by the County Council

4. THE OWNERS COVENANTS

4.1 No development shall commence unless and until the greater of the Education Contribution or the Education Contribution adjusted in accordance with the Second Schedule has been paid to the County Council

4.2 No development shall commence unless and until the greater of the Civic Amenity Contribution or the Civic Amenity Contribution adjusted in accordance with the Second Schedule has been paid to the County Council

4.3 No development shall commence unless and until the greater of the Library Contribution or the Library Contribution adjusted in accordance with the Second Schedule has been paid to the County Council

4.4 No development shall commence unless and until the greater of the Highway Contribution or the Highway Contribution adjusted in accordance with the Second Schedule has been paid to the County Council

5. THE COUNTY COUNCIL'S COVENANTS

5.1 The County Council covenants with the Owner to apply the Education Contribution for the provision or enhancement of educational facilities at Schools which would ordinarily be expected to be attended by residents of the Development

5.2. If the whole of the Education Contribution has not been used by the County Council within five years of the date of payment of the Education Contribution then any sums not so used shall be repaid by the County Council to the Owner on written demand

5.3 Upon receipt of a written request by the Owner the County Council will provide full details of the expenditure of the Education Contribution

5.4 The County Council covenants with the Owner to apply the Civic Amenity Contribution for the provision or enhancement of facilities at the Civic Amenity Site which would ordinarily be expected to be used by residents of the Development

5.5. If the whole of the Civic Amenity Contribution has not been used by the County Council within five years of the date of payment then any sums not so used shall be repaid by the County Council to the Owner on written demand

5.6 Upon receipt of a written request by the Owner the County Council will provide full details of the expenditure of the Civic Amenity Contribution

5.7 The County Council covenants with the Owner to apply the Library Contribution for the provision of books or alternative educational facilities at the Library would ordinarily be expected to be attended by residents of the Development

5.8 If the whole of the Library Contribution has not been used by the County Council within five years of the date of payment then any sums not so used shall be repaid by the County Council to the Owner on written demand

5.9 Upon receipt of a written request by the Owner the County Council will provide full details of the expenditure of the Library Contribution

5.10 The County Council covenants with the Owner to apply the Highway Contribution for the purposes set out in Schedule ()

5.11 If the whole of the Highway Contribution has not been used by the County Council within five years of the date of payment then any sums not so used shall be repaid by the County Council to the Owner on written demand

5.12 Upon receipt of a written request by the Owner the County Council will provide full details of the expenditure of the Highway Contribution

6. THE BOROUGH/DISTRICT COUNCIL'S COVENANTS

7. GENERAL

6.1 This Agreement is a local land charge and shall be registered as such

6.2 Any dispute under or arising out of the operation of this Agreement may be referred to a single arbitrator if all parties to the dispute shall agree such arbitrator or in default of agreement to be nominated (upon

the application of any party to the dispute) by the President for the time being of the Law Society in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

6.3 Any notice agreement consent or approval to be given under the terms of this Agreement shall be in writing and sent by ordinary post and

6.3.1 in the case of the Borough Council to be addressed to the

6.3.2 in the case of the County Council to be addressed to the County Solicitor County Hall Glenfield Leicester LE3 8RA

6.3.3 in the case of the Owner shall be send by ordinary post to its registered office or such other address as it shall provide in this regard

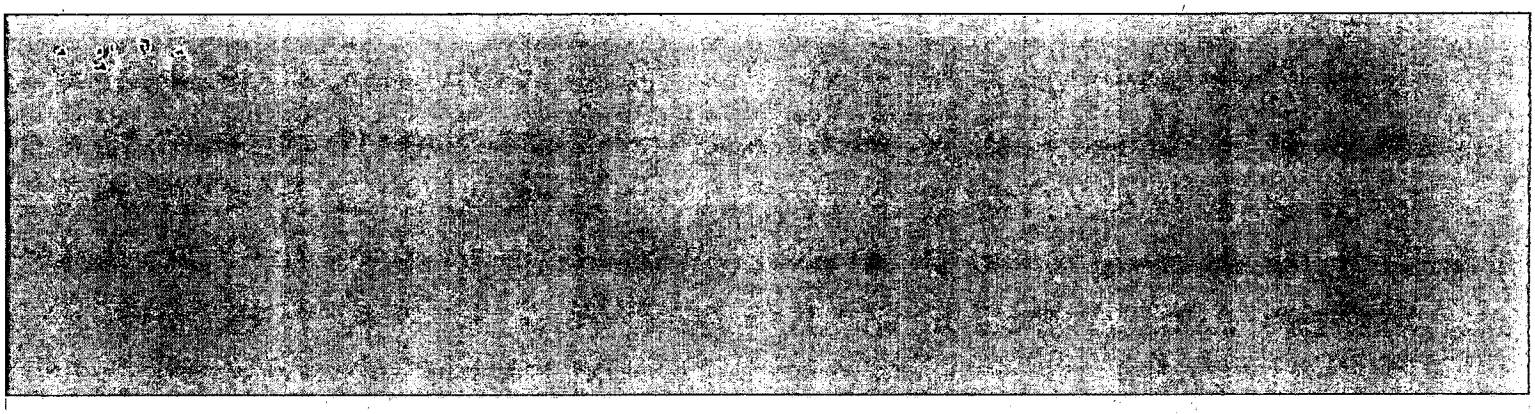
6.4 The Owner shall notify the Borough Council and the County Council within 14 days of such commencement of the Commencement of the Development

6.5 If the Planning Permission expires is revoked or otherwise ceases to exist before the Commencement of Development this Agreement will cease to have effect and as from such time there shall be no further obligations on any party in relation to any matter that has occurred or may arise under this Agreement

6.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement or their successors in title or assigns shall have any rights under it nor shall it be enforceable by any person other than the parties to it or their successors in title

6.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted after the date of this Agreement

6.8 The Borough Council will upon the written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges



6.9 The Owner shall upon the execution of this Agreement pay the Borough Council's and the County Council's reasonable legal costs in respect of the preparation and completion of this Agreement

6.10 The Mortgagee consents to the Owner entering into this Agreement and acknowledges that this Agreement binds the Land

6.11 The Mortgagee shall only be liable for any breach of this Agreement whilst mortgagee in possession

IN WITNESS the Borough Council the County Council and the Owner have executed this Agreement as a Deed on the day and year first before written

THE FIRST SCHEDULE

The Land

Approximately square metres or thereabout of land at and more particularly shown edged red on the plan annexed hereto

THE SECOND SCHEDULE

1. In this Schedule:-

"index"	means the All in Tender Price Index of Buildings Costs Information Services ("BCIS") as published by the Royal Institute of Charter 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 by an Arbitrator appointed by the President of the RICS for the purposes of this Agreement 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 in respect of the Education Contribution the Library Contribution and the Civic Amenity Contribution OR means the Resource Cost Index of Road Construction ("ROCOS") published by the Department of Trade and Industry as part of the Quarterly Building and Cost Indices for Public Sector Construction Works or such other index as may from time to time be published in substitution thereof in respect of the Highway Contribution
"Base Index Date"	means the date of the grant of planning permission
"Base Index Figures"	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 date upon which the Education Contribution the Civic Amenity Contribution the Library Contribution or the Highway Contribution is paid

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

Increased Sum = $\frac{A \times C}{B}$

Where: "A" equals the Education Contribution, the Civic Amenity Contribution the Library Contribution or the Highway Contribution

"B" equals the Base Index Figures

"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 but if for any reason the Index shall be otherwise altered or shall be abolished or replaced, there shall be substituted for the purposes of this Schedule, such index of building costs or index of road construction costs as may from time to time be published by or under the authority of any Ministry or Department of Her Majesty's Government and if no such index is published, the parties thereto shall endeavour to agree such other index as shall most closely reflect changes in building costs or road construction costs as appropriate.

4. If any substitution for the said BCIS or ROCOS or any index previously substituted therefor shall occur pursuant to the provisions of Clause 3 of this Schedule, the parties hereto shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and BCIS or ROCOS or any index previously substituted therefor on the other hand.

DEVELOPMENT SERVICES
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THE THIRD SCHEDULE

(the Highway Works)

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

Authorised Officer

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

Authorised Officer

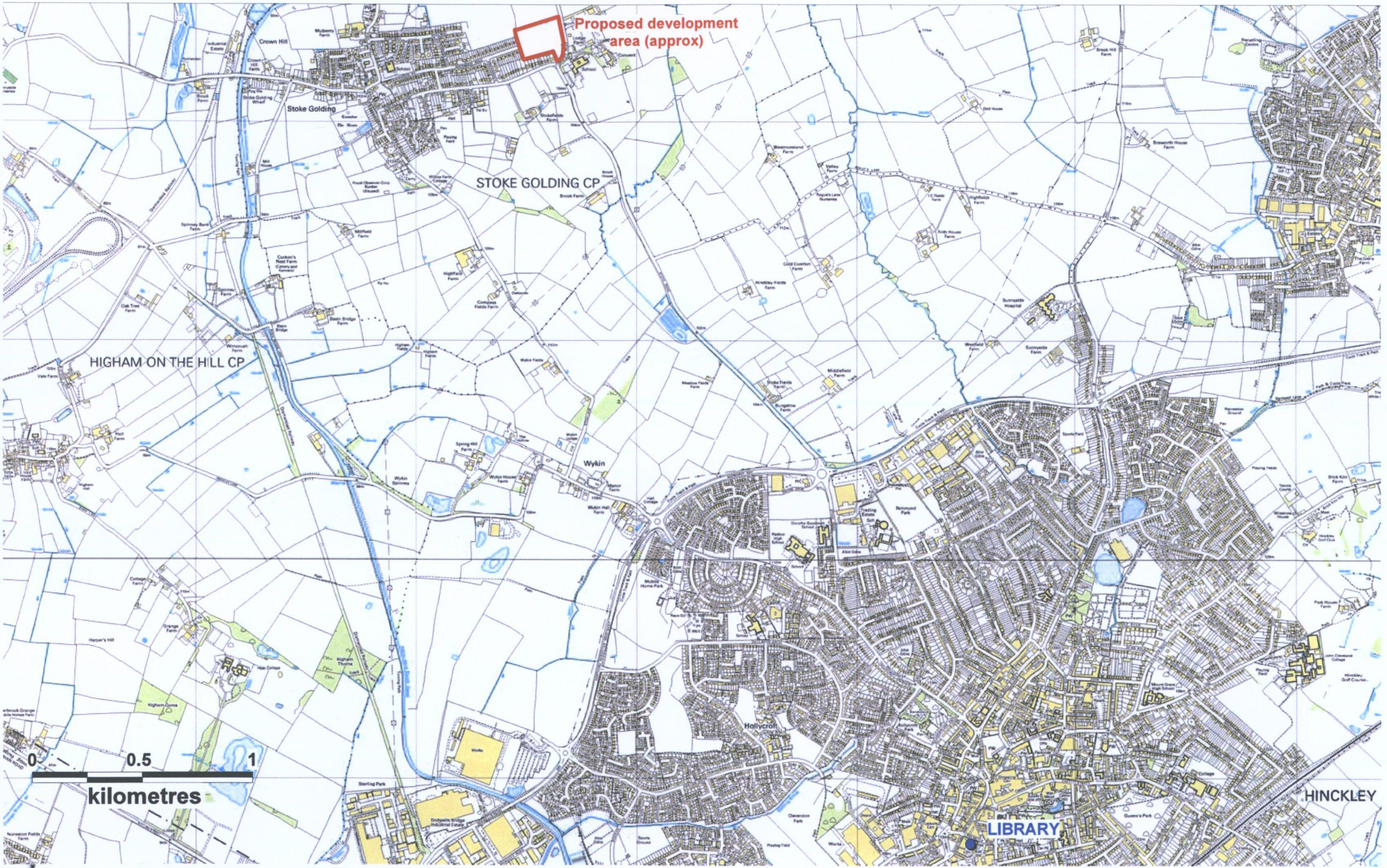
THE COMMON SEAL of)
was hereunto affixed in the presence of)

Director

Secretary

MAP NO. ONE

MAP OF APPEAL SITE IN RELATIONS TO HINCKLEY LIBRARY


Proposed development area (approx)
Stoke Golding
STOKE GOLDING CP
HIGHAM ON THE HILL CP
Wykin
Hollycroft
LIBRARY
HINCKLEY
0
0.5
1
kilometres

DEVELOPMENT
SERVICES

21 JAN 2011

RECEIVED