

**DATED 07 November 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  
Hinckley Leisure Centre, Coventry Road, Hinckley and Land on the North Side of  
Coventry Road, Hinckley (LE10 0JR)

(Planning Application Ref 25/00354/FUL)

**THIS DEED** is made the **07** day of **November** 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 ("the Owner")
- (2) HINCKLEY PROJECT 1 LTD** (Co Reg No 16065002) whose registered office is at 12 Central Arcade Cleckheaton England BD19 5DN ("the 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 those parts of the Application Land registered at HM Land Registry with title absolute under title number LT383184 and the freehold owner of those parts 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 dated 11 February 2025 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
Borough Council Monitoring Costs Contribution	means a contribution in the sum of £419 Indexed towards the costs of monitoring the contributions and obligations as detailed within the legal agreement
Bus Pass	a bus pass to travel free of charge on local bus services to and from the Facility (to be provided to an Employee who has completed

	a Bus Pass application form) valid for a period of six (6) months from the date of its issue and "Bus Passes" shall be construed accordingly
Bus Pass Contribution	the sum of £22,990 (twenty two thousand nine hundred and ninety pounds) Indexed representing a cost of £605.00 (six hundred and five pounds) per Bus Pass per Employee Indexed to be paid to the County Council in the event that the Owner elects for the County Council to provide Bus Passes and to be used towards providing Bus Passes to Employees who complete a Bus Pass application form to request a Bus Pass
Commencement of Development	<p>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 constituting Commencement of Development:</p> <ul style="list-style-type: none"> <li>i. trial holes or other operations to establish the ground conditions of the Application Land site survey work or works of remediation</li> <li>ii. archaeological investigations on the Application Land</li> </ul>

	<p>iii. any works of demolition or site clearance</p> <p>iv. ecological or nature conservation works associated with the Development</p> <p>v. construction of site compounds or cabins (including sales cabins) boundary fencing or hoardings or any temporary means of enclosure or temporary works required</p> <p>vi. any diversion or laying of services (including drainage and media) and earthworks and modification of ground levels arising therefrom</p> <p>and "Commence" "Commence Development" and "Commenced" shall be construed accordingly</p>
County Council Monitoring Costs Contribution	the sum of £300.00 (three hundred pounds) or 0.5% of the value of any contribution due under this Deed to the County Council per obligation the greater amount payable towards the County Council's costs of monitoring compliance with the obligations contained within this Deed
Development	the development on the Application Land carried out pursuant to the Planning Permission
Employee	any one of the 38 (thirty eight) employees who are employed by the Owner at the Facility who has commenced employment at the Facility

	within the first twelve (12) months since the first Occupation of the Facility and "Employees" shall be construed accordingly
Facility	the 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) Indexd paid in accordance with the triggers in this Deed
Healthcare Notification	written confirmation from the Health Care Body that it will apply the 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
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 (unless specified otherwise) 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> <ul style="list-style-type: none"> <li>i. daytime occupation by workmen involved in the erection fitting out or decoration of any part of the Development; or</li> <li>ii. the use of any room within the Facility for the marketing of the Development; or</li> <li>iii. the storage of plant and materials</li> </ul> <p>and "Occupy" and "Occupied" shall be construed accordingly</p>
Planning Application	the full planning application submitted to the Borough Council for the erection of the Facility 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 of the footway on Marchant Road
Travel Pack	a pack providing information on public transport and other means of sustainable travel to and from the Facility other than by private car including a Bus Pass application form produced by the Owner and approved by the County Council acting reasonably (or in the alternative provided by the County Council following receipt of the Travel Pack Contribution) and reference to "Travel Packs" shall be construed accordingly
Travel Pack Contribution	the sum of £2,008.30 (two thousand and eight pounds and thirty pence) Indexed representing a cost of £52.85 (fifty two pounds and eighty five pence) Indexed per Employee to be paid by the Owner to the County Council in the event that the County Council provides Travel Packs to each Employee
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

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 "the Developer" shall where the context so admits include its respective successors and assigns.
- 1.8. The expression "Borough Council" and "County Council" shall include their respective successors in title or function.
- 1.9. 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 First and Second 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 **Error! Reference source not found.**, 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 either the Borough Council or the County Council against:
  - 2.7.1.1. statutory undertakers in relation to any parts of the Application Land acquired by them for electricity substations gas governor stations or pumping stations or other apparatus; or
  - 2.7.1.2. individual purchasers or lessees of units within the Facility; or
  - 2.7.1.3. 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 or the Developer disposes of any of their 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 **Error! Reference source not found.**) to the Borough Council and the County Council together with sufficient details of the land included in the disposal to allow its identification PROVIDED THAT that individual purchasers or lessees of units within the Facility will not need to be notified to the Borough Council or the County Council.

### **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 2.310 inclusive and paragraph 3 of the Second Schedule 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 £1,500. [REDACTED]

2.14. The Owner covenants to pay the Borough Council Monitoring ~~Fee Costs~~ Contribution prior to the Commencement of the Development.

#### **County Council's Legal Fees**

2.15. 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 £2,100.

#### **Commencement of Development - Notification**

2.16. The Owner shall give the Borough Council seven (7) days written notice of the occurrence of:

2.16.1. 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; and

2.16.2. Practical Completion of Development and shall simultaneously send a copy of such notice to the County Council.

#### **Determination by Expert**

2.17. 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:

- 2.17.1. The person to be appointed pursuant to Clause 2.17 shall be a person having fifteen (15) years or more relevant post-qualification experience of the issue in dispute and projects comprising works of the scale and nature of the Development
- 2.17.2. The reference to the expert shall be on terms that:
  - 2.17.2.1. 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;
  - 2.17.2.2. The expert shall be able to stipulate periods of time for the making of such submissions and representations;
  - 2.17.2.3. The expert shall be bound to have regard to the said submissions and representations;
  - 2.17.2.4. 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;

2.17.2.5. The findings of the expert shall save in the case of manifest material error be final and binding on the Owner, the Developer, 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**

2.18. 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.

2.19. 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:

2.19.1. In the case of being personally delivered, at the time of delivery;

2.19.2. In the case of First Class Post (recorded delivery) at the time delivery was signed for.

2.20. 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.

2.21. 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.

- 2.22. 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.
- 2.23. 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**

- 2.24. 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**

- 2.25. 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**

- 2.26. 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**

2.27. 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**

2.28. 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**

2.29. 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**

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

#### **Section 73 permissions**

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

### **4. DEVELOPER COVENANTS**

- 4.1. The Developer is a party to this Deed on the basis that they have the benefit of the conditional contract as described in the Recitals.

- 4.2. The Developer agrees that it will be bound by this Deed in the event that it comes into possession of the Application Land as a successor in title to the Owner.

**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.
- 1.2 Not to Occupy the Facility until the Travel Plan Monitoring Contribution has been paid to the County Council.

**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.
- 2.2 Not to Occupy the Facility until the Traffic Regulation Order Contribution has been paid to the County Council.

**3. Travel Packs**

- 3.1 Prior to Commencement of Development to elect either to:
  - 3.1.1 provide its own Travel Packs and to submit a sample Travel Pack to the County Council together with the County Council's administration fee of £500.00 (five hundred pounds) for approval in writing and not to Occupy the Facility until such approval has been given; or
  - 3.1.2 pay the Travel Pack Contribution and comply with paragraph 3.3.
- 3.2 In the event that the Owner elects in accordance with paragraph 3.1.1 the Owner further covenants with the County Council to provide each Employee with a Travel Pack as soon as reasonably possible and to comply with paragraph 3.3. FOR THE AVOIDANCE OF DOUBT if the Owner so elects to provide the Travel Packs under clause 3.1.1 and the County Council has not approved the Travel Pack prior to first Occupation of the Facility then the

Owner shall pay the Travel Pack Contribution to the County Council within ten (10) Working Days of first Occupation of the Facility..

3.3 If the Owner so elects in accordance with paragraph 3.1.2 the Owner covenants with the County Council to pay the Travel Pack Contribution prior to the first Occupation of the Facility.

3.4 To promptly provide (no later than twenty- eight (28) days after receipt of a written request) to the County Council full documentary evidence detailing Travel Packs issued under clause 3.1.1 if the Owner so elected in accordance with clause 3.1.1..

#### 4. **Bus Passes**

4.1 Prior to first Occupation to elect either:

4.1.1 to provide Bus Passes for Employees and to comply with clause 4.3 or in the alternative;

4.1.2 to pay the Bus Pass Contribution and comply with clause 4.2.

4.2 If the Owner so elects in accordance with paragraph 4.1.2 the Owner covenants with the County Council to pay 20% of the Bus Pass Contribution prior to the first Occupation of the Facility. Thereafter the remaining 80% of the Bus Pass Contribution shall be paid in 20% tranches on submission of evidence by the County Council to the Owner that all preceding payments of the Bus Pass Contribution have been spent or are about to be spent.

4.3 To promptly provide (no later than twenty- eight (28) days after receipt of the written request) to the County Council upon written request full documentary evidence detailing Bus Passes issued under clause 4.1.1 if the Owner so elected in accordance with clause 4.1.1.

#### 5. **County Council Monitoring Costs Contribution**

5.1 To pay the County Council Monitoring Costs Contribution to the County Council prior to first Occupation of the Facility.

5.2 Not to Occupy the Facility until the County Council Monitoring Costs Contribution has been paid to the County Council.

6. **Triggers**

5.1 To give the County Council not less than fourteen (14) days prior written notice of 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 2.17 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:-

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

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 2.17 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 twenty-eight (28) days of receipt of the Healthcare Notification such payment to be made within ten years from the date of payment of the Healthcare Contribution to the Borough Council and such Healthcare Notification shall 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 shall not have been paid to the Health Care Body within ten (10) years from the date of Practical Completion of the Development (as notified to the Borough Council by the Owner pursuant to clause 2.16) 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 PROVIDED ALWAYS THAT any part of the Healthcare Contribution that has been transferred to the Health Care Body shall not be repaid to the Owner by the Borough Council

**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.
3. To apply the Bus Pass Contribution solely towards the definition hereof and for no other purpose.
4. To apply the Travel Pack Contribution solely towards the definition hereof and for no other purpose.
5. 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 save that such requests shall be limited to two (2) in a calendar year.
6. That upon the receipt of a written request from the Owner or whoever shall have paid the monies it will repay to the Owner such amount of any payment made to the County Council under this Deed which has not been expended or committed or allocated for expenditure in accordance with the provisions of this Deed 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.

**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**



In the presence of [redacted]

Witness signature- [redacted]

Witness name- michael wood

Witness occupation- Plumber

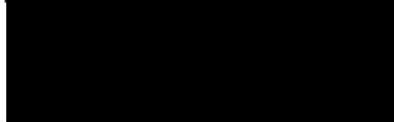
Witness address [redacted]

**EXECUTED as a DEED BY**

**HINCKLEY PROJECT 1 LTD**

acting by a director

Director



In the presence of

Witness signature



Witness name- LOUIS SOWETT

Witness occupation- PROJECT MANAGER

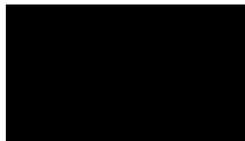
Witness address

13118

**THE COMMON SEAL OF HINCKLEY &**

**BOSWORTH BOROUGH COUNCIL** was

hereunto affixed in the presence of:



Authorised Signatory

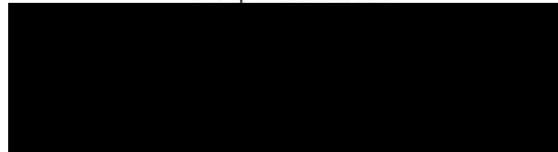


418238

**THE COMMON SEAL OF LEICESTERSHIRE**

**COUNTY COUNCIL** was

hereunto affixed in the presence of:



Authorised Signatory



## **SITE LOCATION PLAN**



NO DIMENSIONS TO BE SCALED FROM THIS DRAWING  
 This drawing is issued for the sole and exclusive use of the named recipient. Distribution to any third party is on the strict understanding that no liability is accepted by Green 4 Architects for any discrepancy, errors or omissions that may be present, and no guarantee is offered as to the accuracy of information shown.

THIS DRAWING IS TO BE READ IN COLOUR PRINT

CDM - RESIDUAL RISKS

The following are considered to be significant risks relevant to this drawing, which could not be fully mitigated or removed through design. Further positive control measures have been identified within the Design Risk Assessment, which may help to mitigate these and other identified risks further during the construction / maintenance process.

GENERAL

All dimensions to be checked on site. No responsibility is accepted for works by building contractor and sub-contractors.  
 All works to be carried out in accordance with current Codes of Practice and British Standards.

STRUCTURAL

All Structural Design and Calculations to be provided by Structural Engineer.

NOTES:

— Application Boundary Line

REVISION NOTES

Rev	Date	Description
A	22/07/2025	Widened Carpark access



The Barn  
 Hopwell Hall  
 Ockbrook  
 Derbyshire  
 DE72 3RW

PROJECT NAME  
 G40003 Hinckley Care Home

TYPOLOGY

PROJECT ADDRESS  
 Coventry Road  
 Hinckley  
 LE10 0JR

CLIENT / USER NAME  
 Hinckley Project 1 Ltd.

DRAWING NAME  
 Location Plan

FULL DOCUMENT REFERENCE  
 Originator Project Number: Series: Drawing No: Sheet Issue Date:  
 G40003 --- A001 22/07/25

STATUS

Planning

Sheet size: A1L Scale: As indicated Revision: A



0m 25m 50m 75m 100m 125m

VISUAL SCALE 1:1250 @ A1