

CESHUNT SPORTS AND LEISURE LIMITED (1)

and

THE COUNCIL OF THE BOROUGH OF BROXBOURNE (2)

and

LW DEVELOPMENTS LIMITED (3)

And

CO-OPERATIVE BANK PLC (4)

And

THE FOOTBALL STADIA IMPROVEMENT FUND LIMITED (5)

And

THE ENGLISH SPORTS COUNCIL (6)

Planning Obligation
Section 106 of the Town and Country Planning Act 1990
Relating to development on land at Theobalds Lane, Cheshunt, Herts

Planning Application Ref: 07/18/0514/F
Planning Appeal Ref: APP/W1905/W21/3271027

Between:

- (1) **CESHUNT SPORTS AND LEISURE LIMITED** (CO REGN NO 07532736) of Theobalds Lane, Cheshunt, Waltham Cross, Hertfordshire, EN8 8RU ("**Cheshunt FC**"("the **Owner**"))
- (2) **THE COUNCIL OF THE BOROUGH OF BROXBOURNE** of Borough Offices, Churchgate, Cheshunt, Waltham Cross, Hertfordshire EN8 9XB ("the **Council**")
- (3) **LW DEVELOPMENT LTD** (CO REGN NO 01462577) of Regency House White Stubbs Lane, Broxbourne EN10 7QA ("the **Developer**")
- (4) **CO-OPERATIVE BANK PLC** (CO REGN NO 00990937) of PO BOX 101, 1 Balloon Street, Manchester, M60 4EP ("the **First Mortgagee**")
- (5) **THE FOOTBALL STADIA IMPROVEMENT FUND LIMITED** (CO REGN NO 04007132) of Eastbourne Terrace London W2 6LG ("the **Second Mortgagee**")
- (6) **THE ENGLISH SPORTS COUNCIL** (CO REGN NO RC000766) of First Floor, 21 Bloomsbury Street, London WC1B 3HF ("the **Third Mortgagee**")

INTRODUCTION

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated
- (B) Hertfordshire County Council is the registered proprietor of the freehold of the Site with title absolute registered at the Land Registry under title number HD494615 but is not entering into this Deed
- (C) The Council is the registered proprietor of the leasehold of the Site under a lease dated 14 January 1947 with a term of 999 years and registered at the Land Registry under title number HD489644 but is not entering into this Deed in its capacity as leaseholder
- (D) Cheshunt FC is the registered proprietor of the sublease of the Site under a lease dated 20 July 2011 with a term of 30 years and registered at the Land Registry under title number HD519893
- (E) The First Mortgagee has an interest in the Site by virtue of a charge dated 30 June 2020 and registered against title number HD519893
- (F) The Second Mortgagee has an interest in the Site by virtue of a charge dated 29 April 2015 and registered against title number HD519893
- (G) The Third Mortgagee has an interest in the Site by virtue of a charge dated 13 October 2015 and registered against title number HD519893

- (H) The Application was submitted to the Council seeking planning permission for the Development
- (I) The Council refused the Application on 23 November 2020
- (J) The Appeal has been submitted against the said refusal of the Application and is due to be determined by the Secretary of State
- (K) Each obligation undertaken in this Deed by the parties is a planning obligation for the purposes of Section 106 of the Act

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

Act

means the Town and Country Planning Act 1990 (as amended)

Affordable Housing

means housing to be made available to persons regarded by the Council as in Housing Need and with a Local Connection within the Borough of Broxbourne whose incomes are insufficient to enable them to rent or buy housing available locally on the open market

Affordable Housing Units

Means not less than 40% of the total Dwellings which are to be constructed as Affordable Housing under the terms of this Deed and which are to be managed or owned by a Registered Provider and/or the Council

Affordable Housing Scheme

A scheme to be submitted to the Council which includes as a minimum:

- (a) The total number of Dwellings proposed within the Development and the sizes of each Dwelling
- (b) The number of Affordable Housing Units within the Development both as a number and a percentage not to be less than 40% of the total Dwellings
- (c) The location of the Affordable Housing Units within the Development
- (d) The tenure and mix of the Affordable Housing Units within the Development expressed both as a number and a percentage but which shall achieve an overall mix of 65% Affordable Rented Housing Units and 35% Shared Ownership Housing Units across the

Development (or such other mix and affordable tenure type as may be agreed by the Council at its absolute discretion)

- (e) The timing of the construction and completion of the Affordable Housing Units within the Development relative to the occupation of the Open Market Units; and
- (f) The identity of the Registered Provider

Affordable Rented Housing Units

Means those Affordable Housing Units let to households considered by the Registered Provider and/or the Council to be in Housing Need and at rents which including service charge do not exceed the lower of the maximum local housing allowance (or whatever similar allowance or housing benefit scheme that may replace it from time to time) for the area or 80 per cent of local market rents

Appeal

means the planning appeal submitted against the Council's refusal of the Application which has been given appeal reference number APP/W1905/W21/3271027

Application

means the planning application Area 1 - New Stadium with capacity for up to 2000 spectators, 53 No 1 Bedroom Apartments, 62 No 2 Bedroom Apartments, 26 No 3 Bedroom Houses and 22 No 4 Bedroom Houses (163 Residential Dwellings) Highway Access works, internal roads and supporting infrastructure, Area 2 Northern Block, New facilities for Cheshunt Football Club in use classes D1, D2 and Sui Generis - matters relating to internal layout and appearance reserved. Area 3 - Western Block - New sports, community, leisure and commercial uses in use classes A1, A3, A4, A5, B1 D1 and D2 - Matters relating to internal layout reserved and registered by the Council under reference number 07/18/0514/F

Apartments

means the 53 No 1 Bedroom Apartments and 62 No 2 Bedroom Apartments to be erected on the Site in accordance with the Planning Permission as shown on Plan 2

Bond

means a bond or bonds with the Surety for the delivery of the Commercial Development either in its entirety or in such phases as provided by Reserved Matters Applications such bond(s) to be in substantially the form set out in Appendix 4 to the effect that should the Owner default in the execution of its obligations to deliver the Commercial Development in accordance with the provisions of this Deed then the Council may call upon the Surety to provide the full value of the Bond(s) to ensure the delivery of the Commercial Development or part of it

Bond Figure

means the estimated costs of delivering the Commercial Development either in its entirety or in such phases as provided by Reserved Matters Applications plus 10 per cent and such Bond Figure(s) shall be subject to the prior written approval of the Council

Capital Funding Guide

Means the Homes England guide containing the rules and procedures for delivering affordable housing updated in July 2021 or any successor document

Certificate of Final Completion

a certificate issued by the Owner's or Developer's architect or employers agent (as appropriate) following the end of the Maintenance Period to the effect that the Managed Areas are complete and all defects which have become manifest since the issue of a Certificate of Practical Completion have been made good

Certificate of Practical Completion

a certificate of practical completion issued by the Owner's or Developer's architect or employers agent (as appropriate) to the effect that the relevant works to lay out the Managed Areas have been completed in all material respects;

Club Facilities

means the facilities provided for Cheshunt FC within the Northern Block of the Site as shown on Plan 2

Clubhouse and Stadium Management Scheme

Means a scheme detailing how the Club Facilities and Stadium will be managed in order to ensure the delivery of community benefits in accordance with Schedule Four

Commencement of Development

means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance demolition work archaeological investigations for the purpose of assessing ground conditions remedial work in respect of any contamination or other adverse ground conditions erection of any temporary means of enclosure the temporary display of site notices or advertisements and **Commence the Development** or **Commence Development** shall be construed accordingly

Commercial Block

means the facilities available for commercial use within the western block of the Site as shown on Plan 2

Commercial Block Management Scheme

Means a scheme detailing how the Commercial Block will be managed in order to ensure delivery of community benefits in accordance with Schedule Eight

Commercial Development

those parts of the Development which comprise the Stadium, the Club Facilities and the Commercial Block which are shown edged blue on Plan 3

Commercial Development Management Scheme

a detailed public realm management and maintenance plan within the Development relating to the management and maintenance of the private areas and roads within the Commercial Development to be submitted to and approved by the Council which shall include details of:

- (a) a plan defining the Managed Areas which is to include all common areas of the Commercial Development outside the building footprints;
- (b) full details of the maintenance specifications for the Managed Areas within the Commercial Development and full details of the management programme for implementing those specifications to be managed by the Management Company provided that the details submitted may be amended or varied by written agreement of the Council;
- (c) the responsibilities of the Management Company and its management structure;
- (d) in the case of the Management Company copies of its memorandum and articles of association;
- (e) the proposals for the long term funding of the Management Company including the setting and collection of the service charges and any sinking/reserve fund and evidence of the covenants on occupiers of the Development to pay a service charge in respect of the Managed Areas within the Commercial Development to the Management Company;
- (f) full details of the proposed maintenance regime of those parts of the Land which will remain outside of the private curtilage of the buildings but which may not fall within the management of the Management Company including but not limited to any pumping station(s) and parking courts and/or spaces and car parks

Contributions

means collectively all of the contributions (which are all Index Linked) payable to the Council pursuant to this Deed namely:

- the Education Contribution;
- the Highways Contribution;
- the Health Contribution;
- the Strategic Highways Contribution;
- the Sustainable Transport Contribution;
- the Sports and Recreation Contribution; and
- the Youth Services Contribution

Deed

means this present deed

Development

means the development of the Site pursuant to the Planning Permission

Drainage Connection Rights

the grant of rights of surface water drainage for the benefit of the Sports Pitches and any rights to be granted which are reasonably necessary to allow the owners of the Sports Pitches (and their contractors and/or employees) to construct and maintain a surface water drainage connection to the surface water drainage apparatus constructed /installed within the Development as shown for indicative purposes on drawing number 194/A/202 and titled Indicative Drainage Concept Plan appended at Appendix 3

Dwellings

means any dwellings (including both Houses and Apartments) to be constructed pursuant to the Planning Permission including the Affordable Housing Units and the Open Market Units

Education Contribution

Means the sum of Two Million Eight Hundred and Forty Five Thousand Three Hundred and Twenty Eight Pounds (£2,845,328) to be paid to the Council towards the provision of both Primary and Secondary Education facilities within Cheshunt

Fire and Rescue Service

means any part of Hertfordshire County Council known as the Hertfordshire Fire and Rescue Service

Health Contribution

Means the sum of One Hundred Thousand Five Hundred and Seventy One Pounds (£100,571) to be paid to the Council towards the provision of health services within Cheshunt

Highways Contributions

means the sum of £270,000.00 (two hundred and seventy thousand pounds) payable to the Council to secure off-site road improvements to Theobalds Lane including:

- Traffic calming measures by way of 3.no speed cushions;
- Tactile paving and dropped kerbs to junctions along Theobalds Lane;
- Widening of the radii at the Theobalds Lane/A10 Junction
- Provision of a new bus shelter on the northbound route outside of Theobalds Grove Station; and
- Improvements to the chicane and associated embankments within Theobalds Lane

Houses

means the 26 No 3 Bedroom Houses and 22 No 4 Bedroom Houses to be erected on the Site in accordance with the Planning Permission as shown on Plan 2

Housing Need

a person has housing need if EITHER they are homeless or the dwelling which they occupy is overcrowded or unfit for human habitation AND their financial circumstances are such that they cannot house themselves in accommodation available on the open market which is not overcrowded or unfit for human habitation within the area of the Borough of Broxbourne or persons who are deemed to be in housing need in line with the Council's allocation policy and "homeless" "overcrowded" and "unfit for human habitation" shall be interpreted in accordance with the Housing Acts 1985 and 1996;

Index Linked

means the amount specified to be paid or secured is increased proportionately to the same extent as the change occurring in the Index figures of the Retail Price Index (RPI) (Index) as published by the office of National statistics or such other index or indices as identified by the Council if the RPI Index ceases between the date of this Deed and the date on which the relevant Contribution is paid or the Bond is provided

Inspector

the planning inspector appointed by the Secretary of State who will be determining the Appeal

Local Connection

a person has a local connection if they or their spouse or person with whom they live as a spouse are ordinarily resident within the area of the Borough of Broxbourne and have been for six months in the 12 months or 3 years in the 5 years immediately prior to their occupation of an Affordable Housing Unit or have a parent or child or sibling such sibling being over 18 years of age so resident or have permanent employment in the said area or were on the Council's housing register maintained immediately prior to their occupation of an Affordable Housing Unit;

Management Company

a fully constituted residents' management company incorporated and appointed to manage and maintain with the Managed Areas in accordance with the Residential Development Management Plan and/or the Commercial Development Management Plan for the lifetime of the Development and which is a private limited company to be established by the Owner or an existing company (registered at Companies House) and which for the avoidance of doubt can be the Owner;

Maintenance Period

a period of 12 months starting from the date of the issue of the Certificate of Practical Completion;

Managed Areas

those parts of the Development that are intended to remain in the ownership of the Owner or its appointed Management Company and which are intended to be used in common by the owners and occupiers of the Development and as identified as part of the Residential Development Management Plan and /or the Commercial Development Management Plan and being:

- (a) open space;
- (b) all attenuation/detention basins/SUDS so far as they are not adopted and maintained at the public expense;
- (c) local equipped area for play/local area for play;
- (d) unadopted highways;
- (e) planting; and
- (f) any other areas outside of private curtilage

but excluding in relation to the Residential Development Management Plan:

- (a) any apartment blocks including the communal areas within or exclusively serving the apartment blocks; and
- (b) any shared accessways which are to be transferred to and maintained by the owners of the Dwellings served by the same

Nominations Agreement

Means an agreement made between the Registered Provider and the Council in the relevant form specified and contained in Appendix 5 or in such other form as required by the Council

Occupation

means the first physical occupation of a Dwelling for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing and "Occupied" "Occupy" and "Occupier" shall be construed accordingly

Open Market Units

Means all those Dwellings forming part of the Development which are not Affordable Housing Units

Phase

means in relation to the Commercial Development the Club Facilities the Stadium and/or the Commercial Block

Plan 1

means the plan showing the Property annexed at appendix 1 to this Deed

Plan 2

means the plan showing the location of the Houses, Apartments, Commercial Block, Stadium, and Club Facilities and the Residential Development and the Commercial Development and annexed at appendix 2 to this Deed.

Plan 3

means the plan showing the Sports Pitches and annexed at appendix 3 to this Deed

Planning Permission

means the planning permission which may be granted for the Development pursuant to the Application and any reference in this Deed to Planning Permission includes any subsequent renewal, amendment or modification of a Planning Permission including any permission granted pursuant to Section 73, 73A or 96A of the Act and any reference to the Development includes the development proposed in any such renewed, amended or modified Planning Permission

Reasonable Endeavours

means all those reasonable steps which a prudent and determined person or company acting in his or its best interests and anxious to achieve the stated objective would take (save where this Deed otherwise indicates)

Registered Provider

Means a registered social landlord as defined in section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by the Regulator pursuant to Chapter 3 of that Act. For the avoidance of doubt this could include the Council.

Regulator

Means Homes England or the Regulator of Social Housing or their successor bodies (as applicable) or other appropriate body as the Council may nominate

Regulators 'Homes Standards'

Means the consumer standards for Registered Providers as published by the Regulator in April 2012 or any successor document

Reserved Matters Application(s)

means an application or applications seeking approval in detail of design and layout matters pursuant to the Planning Permission

Reserved Matters Approval

means approval or approvals by the Council or the Secretary of State to a Reserved Matters Application or Applications

Residential Development

means those parts of the Development which comprise the Houses and the Apartments as shown on Plan 2

Residential Development Management Plan

a detailed public realm management and maintenance plan within the Development relating to the management and maintenance of the private areas and roads within the Residential Development to be submitted to and approved by the Council which shall include details of:

- (a) a plan defining the Managed Areas which is to include all common areas of the Residential Development outside the building footprints;
- (b) full details of the maintenance specifications for the Managed Areas within the Residential Development and full details of the management programme for implementing those specifications to be managed by the Management Company provided that the details submitted may be amended or varied by written agreement of the Council;
- (c) the responsibilities of the Management Company and its management structure;
- (d) in the case of the Management Company copies of its memorandum and articles of association;
- (e) the proposals for the long term funding of the Management Company including the setting and collection of the service charges and any sinking/reserve fund and evidence of the covenants on occupiers of the Development to pay a service charge in respect of the Managed Areas within the Residential Development to the Management Company;
- (f) full details of the proposed maintenance regime of the those parts of the Land which will remain outside of the private curtilage of the Dwellings but which may not fall within the management of the Management Company including but not limited to any pumping station(s) and parking courts and/or spaces and car parks

Shared Ownership Housing Units

means the Affordable Housing Units to be provided by a Registered Provider by way of a Shared Ownership Lease in accordance with the terms as set out in the Capital Funding

Guide published by the Regulator or any other publication that supersedes it granted to eligible households whose needs are not met by the market

Shared Ownership Lease

a lease to be granted for each Shared Ownership Housing Unit for a term of not less than 125 years which shall accord with the requirements of and be consistent with any model shared ownership lease of the Regulator (or any statutory successor) relevant at the time of the marketing of the relevant unit contained within the Capital Funding Guide published by the Regulator or any other publication that supersedes it and which shall include an initial rent not exceeding 2.5% of the value of the equity retained by the Registered Provider subject to annual increases not exceeding the Retail Price Index (All Items) published by the Office for National Statistics (or if such index ceases to be published such other index as the Council shall reasonably determine) plus 0.5% or such other rent as complies with the requirements from time to time of the Regulator.

Strategic Highways Contribution

Means the sum of Two Hundred and Eighty One Thousand Six Hundred and Sixty Four Pounds (£281,664) payable to the Council towards improvements to the strategic highways network within the Borough of Broxbourne in accordance with the Broxbourne Transport Strategy

Sustainable Transport Contribution

means the sum of Two Hundred and Eighty One Thousand Six Hundred and Sixty Four Pounds (£281,664) payable to the Council towards sustainable transport infrastructure within the Borough of Broxbourne in accordance with the Broxbourne Transport Strategy

Sport and Recreation Contribution

means the sum of Four Hundred and Sixty Three thousand Seven Hundred and Fifty Seven Pounds (£463,757) payable to the Council towards the provision of sports and recreation facilities for the benefit of residents of Cheshunt

Sports Pitches

means the land shown edged red on Plan 3

Stadium

means the football pitch and supporter facilities as shown on Plan 2

Site

means the land described in the First Schedule hereof and identified on Plan 1

Surety

means a financial institution of recognised financial standing in England and such institution to be approved in writing by the Council prior to the provision of the Bond(s)

Travel Plan

means a document prepared in accordance with Hertfordshire County Council's Travel Plan Guidance 2020 with the aim of supporting sustainable transport and reducing vehicle travel to and from the Site

Travel Plan Monitoring Report

means the annual report that is submitted to the Council by the Travel Plan Co-Ordinator in a form acceptable to the Council that provides a summary of the traffic counts and resident surveys to demonstrate that the Travel Plan objectives and targets are being achieved

Travel Plan Co-ordinator

means a person or company appointed by the Owner to fully implement and monitor the Travel Plan

Water Scheme

means either the proposal prepared by or approved by the water undertaker for the area pursuant to the Water Industry Act 1991 to provide mains water services for the Development whether by means of new mains or extension to or diversion of existing services or apparatus or where existing water services are to be used it shall mean the details of the residential dwellings and the water supply to them;

Working Day

means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England and **Working Days** shall be construed accordingly

Youth Services Contribution

means the sum of Six Thousand and Thirty One Pounds (£6,031) payable to the Council towards the provision of youth services within the Borough of Broxbourne

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Deed
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies' corporations and firms and all such words shall be construed interchangeable in that manner

- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
- 2.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party
- 2.7 Any covenant not to act includes an obligation not to cause allow permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by any other person
- 2.8 A reference to writing or written excludes fax and email

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to section 106 of the Act, , section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers and to the extent that they fall within the terms of section 106 of the Act the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council, in so far as an Inspector deems them compliant with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)
- 3.2 The covenants restrictions and requirements imposed upon the Owner under this Deed and which create planning obligations pursuant to Section 106 of the Act are enforceable by the Council as local planning authority
- 3.3 The planning obligations created by this Deed bind and run with the Property without limit of time so as to bind the Owner, and their successors in title and assigns of each and every part of the Property and any person corporate or otherwise claiming through or under the Owner an interest or an estate in any part or parts of the Property.

4. CONDITIONALITY

The obligations set out in the Schedules to this Deed take effect on the Commencement of Development (save for those obligations or other provisions hereinafter contained that expressly or by necessary implication require compliance prior to Commencement of Development which are conditional only upon the grant of the Planning Permission or as otherwise stated in this Deed) and otherwise the matters contained herein shall take effect on the date of this Deed.

5. COVENANTS

5.1 The Owner hereby covenants to the Council so as to bind its respective interests in the Property to observe and perform the planning obligations contained in Schedules One to Ten inclusive to the intent that this covenant shall be enforceable against any person deriving title under it or them or their interests in the Property

6. MISCELLANEOUS

6.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Deed is not made for the benefit of nor shall any of its provisions be enforceable by any person other than:

- (a) the parties to this Deed;
- (b) any persons deriving their title to all or part of the Property under or from the Owner; and
- (c) any body succeeding to the statutory duties and functions of the Council as the local planning authority.

6.2 Insofar as any clause or clauses of this Deed are found to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect or impair the validity legality or enforceability of the remaining provisions of this Deed

6.3 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

6.4 The Owner, and its successors in title and assigns to the Property shall not be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Property or in the part of the Property in respect to which the breach relates but without prejudice to any liability for any subsisting breach arising prior to parting with such interest and for the avoidance of doubt the benefit of any covenant or the reserving of any easement shall not be an interest for these purposes

6.5 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

6.6 None of the parties to this Deed has relied on any express or implied statement warranty representation or undertaking given by or on behalf of another and no collateral agreement exists between the parties

6.7 Nothing herein contained excludes the liability of any of the parties in relation to fraud

6.8 The burden of each planning obligation given in this Deed binds each and every part of the Owners interest in the Property into whosoever hands it may come

6.9 A planning obligation not to do any act or thing includes an obligation not to cause or permit or suffer that act or thing to be done by another person

- 6.10 This Deed shall be registered as a local land charge by the Council
- 6.11 The Owner shall supply to the Council such information as the Council shall reasonably require from time to time, including the provision of documentary evidence, to verify compliance with the planning obligations contained herein
- 6.12 For the purpose of ensuring due performance of the planning obligations contained in this Deed, the Council, and its officers and all others duly authorised by them may have access to the Property at all reasonable times (and without having to make payment to the Owner or any other third party) to verify compliance with the terms of this Deed
- 6.13 The obligations contained in this Deed shall not be binding upon or enforceable against the following people and their successors in title:
- (a) an individual residential owner or purchaser of any single Dwelling within the Development;
 - (b) any statutory undertaker or public utility company acquiring any part of the Property or interest therein for the purpose of supplying electricity, gas, water, foul, and surface water drainage or telecommunication services;

and in consequence of the release given in this clause 6.13 this Deed may be modified, varied or released without the consent or approval of any such residential owner or occupier, lender or mortgagee, statutory undertaker or public utility company and without them being made party to any document or deed required to effect such modification, variation or release.

7. MORTGAGEES OF THE PROPERTY

- 7.1 The First Mortgagee, the Second Mortgagee and the Third Mortgagee acknowledge and declare that this Deed has been entered into by the Cheshunt FC with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Cheshunt FC.

8. WAIVER

- 8.1 It is hereby agreed by the parties hereto that failure by the Council at any time to enforce the provisions of this Deed or to require performance strictly or otherwise by any party to this Deed of any of the conditions covenants agreements or obligations of this Deed or any failure or delay by the Council to exercise any act right or remedy shall not be construed as a waiver of or as creating an estoppel in connection with any such condition covenant agreement or obligation and shall not affect the validity of this Deed or any part thereof or the right of the Council to enforce any provision and any variation of this Deed agreed between the parties and the Council shall not vitiate the remainder of the Deed which shall remain in full force and effect subject to such amendments agreed

9. OWNERSHIP

9.1 The Owner warrants that other than set out in the Recitals hereto there are no persons other than the Owner with any interest, legal or equitable, in the Property or any part thereof

10. INTEREST ON LATE PAYMENT

10.1 If the Owner fails to pay the Contributions or any other sum payable to the Council under this Deed on the date when such payment falls due then the Owner shall pay the Council interest on such unpaid sum at the rate of 4% per annum above the base rate from time to time of the Bank of England from the date the payment was due to the date of payment

11. LEGAL COSTS AND MONITORING CHARGE

11.1 The Developer shall pay in full on the date of this Deed to the Council, its reasonable and proper legal costs together with all reasonable disbursements incurred in connection with the preparation, negotiation, completion and registration of this Deed;

12. EXPERT DETERMINATION

12.1 Any dispute arising out of the provisions of this Deed may be referred to a person having appropriate qualifications and experience in such matters ('the Expert') for the determination of that dispute provided that the provisions of this Clause 12 shall be without prejudice to the right of any party to seek the resolution of any matter relating to this Deed to the Courts and/or in accordance with Section 106(6) of the 1990 Act and the referral of any matter to the Expert shall not prejudice prevent or delay the recourse of any party to the Courts or to the provisions of Section 106(6) of the 1990 Act for the resolution of any matter arising from the Agreement.

12.2 The Expert shall be appointed jointly by the relevant parties to the dispute (the "Relevant Parties") or in default of agreement by a person nominated by the President on the application of any of the parties.

12.3 The decision of the Expert shall be final and binding upon the Relevant Parties and the following provisions shall apply:

- (a) the charges and expenses of the Expert shall be borne equally between the Relevant Parties unless the Expert shall otherwise direct;
- (b) the Expert shall give the Relevant Parties an opportunity to make representations and counter representations to him/her before making his/her decision;
- (c) the Expert shall be entitled to obtain opinions from others if he/she so wishes;
- (d) the Expert shall make his/her decision within the range of any representations made by the Relevant Parties themselves; and

- (e) the Expert shall comply with any time limit or other directions agreed by the Relevant Parties on or before his appointment.

13. **STATUTORY POWERS**

For the avoidance of doubt nothing contained in or implied by this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions as local authority and such rights, powers, duties and obligations under any public or private statute, bye-law, order, regulation or statutory instrument may be as fully and effectively exercised in relation to the Property and the Development or any part of it or in respect of any adjoining or neighbouring land as if the Council had not been a party to this Deed.

14. **GENERAL PROVISIONS**

- 14.1 This Deed is not and shall not operate or be construed as or deemed to be a grant of planning permission for the purposes of Part III of the Act.
- 14.2 Except as herein provided nothing in this Deed confers any approval, consent or permission required from the Council in the exercise of its statutory functions.
- 14.3 Subject to the provisions of Sections 106A and 106B of the Act the terms and conditions of this Deed shall only be capable of being varied by a supplemental agreement executed by the parties hereto or their successors in title.

15. **NOTICES**

- 15.1 Within 5 Working Days (or before) of the occurrence of any of the events listed below the Owners shall notify the Council in writing:
- Commencement of the Development
 - Commencement of each Phase of the Development
 - Completion of the Open Space Works
 - Occupation of the 1st Dwelling
 - Occupation of the 1st House
 - Occupation of the 1st Apartment
 - Occupation of the 79th Dwelling
 - Occupation of 70% of the Apartments
 - Occupation of 70% of the Houses
 - Occupation of 90% of the Dwellings

15.2 Where notice is required to be given under the terms of this Deed such notice must be in writing and signed by or on behalf of the party giving it and must be either delivered personally or sent by pre-paid first class post or recorded delivery to the address and for the attention of the relevant parties as set out at the beginning of this agreement or such alternative address as they may have been notified from time to time.

15.3 Any such notice or document will be deemed to have been received:

(a) If delivered personally at the time of delivery provided that if delivery occurs before 9:00am on a Working Day the notice will be deemed to have been received at 9:00am on that day and if delivery occurs after 5:00pm on a Working Day or on a day which is not a Working Day the notice will be deemed to have been received at 9:00am on the next Working Day; or

(b) In the case of pre-paid first class or recorded delivery post at 9:00am on the second Working Day after posting.

15.4 A notice or document delivered under this Deed shall not be validly given or delivered if sent by email or fax.

15.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. JURISDICTION

16.1 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.

17. DELIVERY

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

18. WARRANTY

18.1 The Owner hereby warrants to the Council that it has not leased mortgaged charged or otherwise created any interest in the Property at the date of this Deed other than the interests shown at the Land Registry at the date of this Deed

IN WITNESS whereof the parties have each executed this Deed as a Deed the day and year first before written

SCHEDULE ONE

THE PROPERTY

The land at land at Theobalds Lane, Cheshunt, Herts and shown edged red on Plan 1

SCHEDULE TWO

OWNER'S COVENANTS

PART 1 - DELIVERY, BOND AND TRIGGERS

The Owner covenants with and undertake to the Council:

1. Not to Commence Development on the Houses until Reserved Matters Approvals in relation to the Club Facilities and that part of the Stadium as shown on Plan 2 have been approved by the Council
2. Not to Commence Development on the Houses until the Surety has entered into the Bond in relation to the Club Facilities in the Bond Figure (as approved by the Council in writing) and a duly executed copy has been provided to the Council
3. Not to Commence Development on the Apartments until Reserved Matters Approvals in relation to the Commercial Block and that part of the Stadium shown on Plan 2 have been approved by the Council
4. Not to Commence Development on the Apartments until the Surety has entered into the Bond in relation to the Commercial Block in the Bond Figure (as approved by the Council in writing) and a duly executed copy has been provided to the Council
5. In the event that the Owner fails to complete the construction of the Commercial Development within a period of five (5) years from the date of Commencement of Development in accordance with the Planning Permission and the provisions of this Schedule then the Council may itself carry out the necessary works to complete the construction of the Commercial Development having first called upon the Surety for the cost to be expended in so doing and the Owner hereby agrees that in such circumstances the Owner hereby grants to the Council its licensees, employees and contractors licence to enter onto the Site and all necessary rights to allow the Council to complete the construction of the Commercial Development
6. Following completion of the delivery of the Commercial Development by the Owner in accordance with the Planning Permission and to the written satisfaction of the Council the Council shall release the Surety from the Bond(s) and shall confirm such release in writing within 20 Working Days of receipt of a written request from the Owner for such release
7. Not to Occupy nor permit or cause Occupation of more than 70% (rounded up to the nearest whole number) of the Houses prior to Completion of the Club House
8. Not to Occupy nor permit or cause Occupation of more than 70% (rounded up to the nearest whole number) of the Apartments prior to Completion of the Stadium and Commercial Block
9. Not to terminate its leasehold interest in the Site and obtain a new interest in the Site without entering in to a further deed (either by Unliteral Undertaking or by replacement Agreement) in the same form as this deed

PART 2 - CONTRIBUTIONS

The Owner covenants with the Council as follows:

1 Highways Contributions

- 1.1 to pay to the Council 50% of each of the Highways Contribution, the Strategic Highways Contribution, and the Sustainable Transport Contribution prior to the Commencement of Development.
- 1.2. not to Commence Development until the payment in paragraph 1.1 above has been made to the Council
- 1.3 to pay to the Council the remaining 50% of each of the Highways Contribution, the Strategic Highways Contribution, and the Sustainable Transport Contribution prior to the Occupation of the 1st Dwelling on the Development
- 1.4 Not to Occupy any of the Dwellings on the Development until the payment in paragraph 1.3 above has been made to the Council.

2 Sports and Recreation Contribution

- 2.1 to pay to the Council 50% of the Sports and Recreation Contribution prior to the Occupation of the 1st Dwelling on the Development
- 2.2. not to Occupy any Dwelling on the Development until the payment in paragraph 2.1 above has been made to the Council
- 2.3 to pay to the Council the remaining 50% of the Sports and Recreation Contribution prior to the Occupation of the 80th Dwelling on the Development
- 2.4 Not to Occupy more than 79 Dwellings on the Development until the payment in paragraph 2.3 above has been made to the Council

3. Health and Youth Services Contributions

- 3.1 to pay the Health Contribution, and the Youth Services Contributions prior to the first Occupation of any of the Dwellings permitted by the Development
- 3.2. not to Occupy any of the Dwellings permitted by the Development until the Health Contribution, and the Youth Services Contributions has been paid to the Council

4. Education Contribution

- 4.1 to pay to the Council the Education Contribution according to the following schedule:
 - 4.1.1 the first 25% of the Education Contribution prior to the Commencement of the Development;

- 4.1.2 the second 25% of the Education Contribution prior to the Occupation of any of the Houses permitted by the Development
 - 4.1.3 the third 25% of the Education contribution prior to the Occupation of any of the Apartments permitted by the Development; and
 - 4.1.4 the final 25% of the Education contribution prior to the Occupation of the 80th Dwelling permitted by the Development
- 4.2 not to:
- 4.2.1 Commence the Development until the payment in paragraph 4.1.1 has been made to the Council
 - 4.2.2 Occupy any of the Houses permitted by the Development until the payment in paragraph 4.1.2 has been made to the Council
 - 4.2.3 Occupy any of the Apartments permitted by the Development until the payment in paragraph 4.1.3 has been made to the Council
 - 4.2.4 Occupy more than 79 of the Dwellings permitted by the Development until the payment in paragraph 4.1.4 has been made to the Council.

SCHEDULE THREE

AFFORDABLE HOUSING

1. The Owner Covenants with the Council:
 - 1.1 Not to Commence the Development unless and until the Affordable Housing Scheme has been approved in writing by the Council (such approval not to be unreasonably delayed or withheld)
 - 1.2 The Owner shall provide and procure that the Affordable Housing Units shall be delivered in accordance with the approved Affordable Housing Scheme unless otherwise agreed in writing by the Council (such agreement not to be unreasonably delayed or withheld)
 - 1.3 The Affordable Housing Units shall be constructed in accordance with the Planning Permission, the appropriate Building Regulations standards applied to the construction of the Development and the Regulator's 'Home Standard' (or such other replacement standard as may be in force from time to time)
 - 1.4 Not to Occupy or allow the Occupation of more than 70% of the Open Market Units to be provided as Apartments until all Affordable Housing Units to be provided as Apartments have been:
 - 1.4.1 constructed and completed and made ready and available for residential Occupation; and
 - 1.4.2 transferred to a Registered Provider at such sum that accords with relevant Regulator funding requirements current at the date of construction of the Affordable Housing Units such transfer to be free from private rights of way and other encumbrances save for those specifically referred to in paragraph 1.7 of this Schedule and for the purposes of this Schedule only the expression "transfer" or "transferred" shall mean a transfer of the freehold or leasehold of the Affordable Housing Units or an agreement for sale agreed with the Registered Provider that has been unconditionally released for completion by the Owner
 - 1.5 Not to Occupy or allow the Occupation of more than 70% of the Open Market Units to be provided as Houses until all Affordable Housing Units to be provided as Houses have been:
 - 1.5.1 constructed and completed and made ready and available for residential Occupation; and
 - 1.5.2 transferred to a Registered Provider at such sum that accords with relevant Regulator funding requirements current at the date of construction of the Affordable Housing Units such transfer to be free from private rights of way and other encumbrances save for those specifically referred to in paragraph 1.7 of this Schedule and for the purposes of this Schedule only the expression "transfer" or "transferred" shall mean a transfer of the freehold or leasehold of the Affordable Housing Units or an agreement for sale agreed with the Registered Provider that has been unconditionally released for completion by the Owner

- 1.7 If requested to do so by the Council, the Registered Provider will enter into a Nominations Agreement
- 1.7 The transfer referred to in paragraphs 1.4 and 1.5 shall in each case grant:
- a. full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units; and
 - b. full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and the conduits which shall be in the adjoining land up to and abutting the boundary of each Affordable Housing Unit all such services to be connected to the mains.
- 1.8 Subject to paragraph 1.9, the Owner shall ensure and procure that the Affordable Housing Units shall only be used for Affordable Housing in accordance with the Approved Affordable Housing Scheme.
- 1.9 The covenants and restrictions in this Schedule 1 shall not be binding or enforceable against:-
- 1.9.1 any person or persons acquiring an interest in any Affordable Housing Unit under a statutory right to buy or right to acquire or a voluntary right to buy scheme under the Housing and Planning Act 2016
 - 1.9.2 any person who has staircased under a Shared Ownership Lease to acquire 100% of the leasehold or freehold interest in the relevant Affordable Housing Unit.
 - 1.9.3 a mortgagee or chargee of any Registered Provider of the Affordable Housing Units or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver
PROVIDED THAT:
 - (a) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider of social housing or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
 - (b) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the

Affordable Housing Units free from the provisions of this Schedule Three to this Deed which provisions shall determine absolutely

1.9.4

all persons or bodies deriving title under or through any person or bodies referred to in this paragraph 1.9 (including their successors in title).

SCHEDULE FOUR: CLUBHOUSE AND STADIUM MANAGEMENT SCHEME

In this Schedule the following definitions apply

“Community Engagement Programme”

Means a programme run by the Owner which facilitates engagement between Cheshunt FC and the local community

“Community Use Agreements”

means agreements between the Council and the Owner which provide for access for local government and parish councils, community clubs and charitable trusts to be made available within the Clubhouse and Stadium and which set out the rates at which such access shall be made available and which may provide for such rates to change from time to time subject to the prior written agreement of the Council and for the avoidance of doubt shall be no lower than the rates charged by the Council at other community facilities within the administrative area of Broxbourne

“Football Community Engagement Programme”

Means a programme run by the Owner incorporating opportunities for:

- a) Junior and age grade football teams;
- b) Elderly and walking football teams;
- c) Girls and Ladies football teams; and
- d) disability football teams

“Clubhouse and Stadium Management Scheme”

Means a scheme to be submitted to the Council for approval including:

- a. A Community Engagement Programme
- b. A Football Community Engagement Programme
- c. Details of the management plan securing the upkeep of the Clubhouse and Stadium facilities; and
- d. Community Use Agreements for the Clubhouse and Stadium facilities including details of subsidised rates for access to the facilities

1. The Owner covenants with the Council as follows:
 - 1.1 to submit the Clubhouse and Stadium Management Scheme to the Council as part of the Reserved Matters Application for that element of the Development
 - 1.2 not to Occupy the Clubhouse or Stadium until the Clubhouse and Stadium Management Scheme has been approved in writing by the Council (either as part of the relevant Reserved Matters Approval or separately)

- 1.3 to implement the provisions of the Clubhouse and Stadium Management Scheme (as approved by the Council) from completion of the Clubhouse Facilities and the Stadium and to maintain such provisions for the lifetime of the Commercial Development
- 1.4 to submit to the Council every three (3) years a written monitoring report which summarises the operation of the Clubhouse and Stadium Management Scheme and proposes any amendments that are required to the same for approval by the Council and thereafter to implement any agreed amendments
- 1.5 to maintain the Club House Facilities and the Stadium in good order in accordance with the approved Clubhouse and Stadium Management Scheme for the lifetime of Commercial the Development
- 1.6 to permit the Council access to the Clubhouse Facilities and Stadium upon receipt of not less than 48 hours' notice in writing to allow the Council to inspect the compliance of the terms of the approved Clubhouse and Stadium Management Scheme PROVIDED THAT access will be taken between the hours of 09.00 and 18.00 on a Working Day.
- 1.7 The requirements of the Clubhouse and Stadium Management Scheme and access to the Clubhouse Facilities and Stadium will at all times be subject to priority access for Cheshunt FC's own use.

SCHEDULE FIVE

COMMERCIAL BLOCK MANAGEMENT SCHEME

In this Schedule the following definitions apply:

“Commercial Block Management Scheme”

means a scheme to be submitted to the Council for approval including:

- a. Details of the provision of a minimum of 1000sqm of community facility(ies) to be delivered within the Commercial Block for uses within Use Classes E(d-f) F1 and F2(b-d) of the Town and Country Planning (Use Classes) Order 1987 (as amended) in the Commercial Block and made available to users including local government and parish councils, community clubs and charitable trusts; and
- b. Details of the management plan securing the upkeep of the Commercial Block

1. The Owner covenants with the Council as follows:

- 1.1 To submit the Commercial Block Management Scheme to the Council as part of the Reserved Matters Application for that element of the Development
- 1.2 Not to Commence Development on the Commercial Block until the Commercial Block Management Scheme has been approved in writing by the Council (either as part of the relevant Reserved Matters Approval or separately)
- 1.3 to implement the provisions of the Commercial Block Management Scheme (as approved by the Council) from completion of the Commercial Block and to maintain such provisions for the lifetime of the Commercial Block
- 1.4 to Occupy the community facility within the Commercial Block for purposes within Use Classes E(d-f) F1 and F2(b-d) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) and for no other purposes within Use Class E of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended)
- 1.5 to maintain the Commercial Block in good order in accordance with the approved Commercial Block Management Scheme for the lifetime of the Commercial Block

SCHEDULE SIX
DRAINAGE CONNECTION

- 1 The Owner shall use Reasonable Endeavours to grant the Drainage Connection Rights to the owners of the Sports Pitches (and evidence of the use of any such Reasonable Endeavours shall be provided to the Council upon receipt of a written request for the same) and the Owner shall not levy any charge or ransom on the owners of the Sports Pitches in relation to the grant of such rights and/or licence PROVIDED ALWAYS that the Owner shall be under no obligation to grant any such rights/licence where the same will prejudice, affect or otherwise frustrate the Owner's ability to construct or deliver the Development including (but not limited to) the Owner's ability to construct, install or deliver any of the drainage elements proposed for the Development as shown for indicative purposes only on drawing number 194/A/202 appended hereto

SCHEDULE SEVEN

RESIDENTIAL DEVELOPMENT MANAGEMENT SCHEME

1. The Owner covenants with the Council that:
 - 1.1 The Owner shall not Occupy or allow Occupation of any Dwelling comprising the Residential Development unless and until the Residential Development Management Plan has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
 - 1.2 The Management Company shall be operational prior to the issue of the Certificate of Practical Completion.
 - 1.3 The Owner shall complete the laying out of the Managed Areas within the Residential Development in accordance with the Residential Development Management Plan and the details approved pursuant to the conditions attached to the outline Planning Permission prior to Occupation of the more than 90% of the Dwellings to be constructed as part of the Development
 - 1.4 Following completion of the laying out of the Managed Areas within the Residential Development:
 - 1.4.1 the Owner shall serve upon the Council a Certificate of Practical Completion confirming that the Managed Areas have been completed in accordance with the approved Residential Development Management Plan and the details approved pursuant to the conditions attached to the Planning Permission and shall provide written evidence that the Management Company is operational; and
 - 1.4.2 the Owner shall maintain the Managed Areas within the Residential Development in accordance with the approved Residential Development Management Plan to the reasonable satisfaction of the Council throughout the Maintenance Period
 - 1.5 On the expiration of the Maintenance Period the Owner shall serve upon the Council a Certificate of Final Completion in respect of the Managed Areas in the Residential Development.
 - 1.6 The Owner shall manage or procure the maintenance of the Managed Areas in the Residential Development in accordance with the approved Residential Development Management Plan until such time as the land comprising such Managed Areas is transferred to the Management Company

SCHEDULE EIGHT

COMMERCIAL DEVELOPMENT MANAGEMENT SCHEME

2. The Owner covenants with the Council that:
 - 1.1 The Owner shall not Occupy or allow Occupation of any element or Phase unless and until the Commercial Development Management Plan relevant to that element or Phase has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
 - 1.2 The Management Company shall be operational prior to the issue of the Certificate of Practical Completion on any Phase.
 - 1.3 The Owner shall complete the laying out of the Managed Areas within the relevant Phase in accordance with the Commercial Development Management Plan and the details approved pursuant to conditions attached to the outline Planning Permission prior to Occupation of any element or Phase.
 - 1.4 Following completion of the laying out of the Managed Areas within any Phase:
 - 1.4.1 the Owner shall serve upon the Council a Certificate of Practical Completion confirming that the Managed Areas within the Commercial Development have been completed in accordance with the approved Commercial Development Management Plan and the details approved pursuant to the conditions attached to the Planning Permission and shall provide written evidence that the Management Company is operational; and
 - 1.4.2 the Owner shall maintain the Managed Areas within the Commercial Development in accordance with the approved Commercial Development Management Plan to the reasonable satisfaction of the Council throughout the Maintenance Period
 - 1.5 On the expiration of the Maintenance Period the Owner shall serve upon the Council a Certificate of Final Completion in respect of the Managed Areas within the Commercial Development.
 - 1.6 The Owner shall manage or procure the maintenance of the Managed Areas in the Commercial Development in accordance with the approved Commercial Development Management Plan until such time as the land comprising the Managed Areas within the Commercial Development is transferred to the Management Company

SCHEDULE NINE

FIRE HYDRANTS

1. The Owner covenants with the Council with regard to the water supply to the Development:
 - 1.1 to ensure that the Water Scheme provided by the Owner for the Development incorporates fire hydrants in accordance with BS 750 (2012) as reasonably and properly required by the Fire and Rescue Service
 - 1.2 to prepare and submit the Water Scheme to the Fire and Rescue Service for its written approval prior to the Commencement of Development
 - 1.3 to construct and provide at no cost to the Fire and Rescue Service the fire hydrants reasonably and properly indicated in the Water Scheme and to advise the Fire and Rescue Service in writing of the date upon which each and every fire hydrant becomes operational and ready to be used for the purposes of fire-fighting by the Fire and Rescue Service
 - 1.4 once operational to maintain the fire hydrants in good condition and repair such that they are suitable at all times for use by the Fire and Rescue Service until they are adopted by the Fire and Rescue Service which adoption shall take place upon the issue of a certificate of satisfaction by the Chief Fire Officer the issue of which shall not be unreasonably delayed PROVIDED THAT such certificate shall not be issued prior to the issue by the Director of Environment at Hertfordshire County Council of any certificate of maintenance for the highways in which the fire hydrants are located
 - 1.5 to ensure that each Dwelling can be served by a fire hydrant which is operational and ready to be used for the purpose of fire-fighting by the Fire and Rescue Service prior to Occupation of the Dwelling
 - 1.6 not to Occupy or cause or permit Occupation of any building forming part of the Development including any Dwelling until such time as it is served by a fire hydrant that is operational and ready to be used for the purpose of fire-fighting by the Fire and Rescue Service
 - 1.7 to address any notice to be given to the Fire and Rescue Service to the Water Services Officer, Fire and Rescue Service, 9 Merchant Drive, Mead Lane, Hertford, SG13 7BH Telephone 01992 507638

**SCHEDULE TEN
TRAVEL PLAN**

1. The Owner covenants with the Council:

- 1.1 to submit to the Council for written approval a draft Travel Plan no less than three (3) months prior to first Occupation of the Development
- 1.2 not to Occupy or permit or allow the Occupation of the Development until the draft Travel Plan has been submitted to and approved in writing by the Council
- 1.3 to implement the Travel Plan as approved by the Council from the first Occupation of the Development
- 1.4 to submit to the Council on an annual basis on the anniversary of the first Occupation of the Development the Travel Plan Monitoring Report and continue to do so for the lifetime of the Development
- 1.5 to appoint the Travel Plan Co-Ordinator, such person to be approved in writing by the Council not less than three (3) months prior to the first Occupation of the Development

APPENDIX 1

PLAN 1

APPENDIX 2

PLAN 2

APPENDIX 3

PLAN 3

APPENDIX 4
DRAFT BOND

Performance Bond Agreement

DATED 202[]

CESHUNT SPORTS AND LEISURE LIMITED (1)

- and -

[SURETY] (2)

PERFORMANCE BOND

relating to the development of land at Cheshunt Football Club, Theobalds Lane, Cheshunt, Herts
pursuant to a Section 106 Agreement dated []

BY THIS BOND CHESHUNT SPORTS AND LEISURE LIMITED of Theobalds Lane, Cheshunt, Waltham Cross, Hertfordshire, EN8 8RU (the “**Owner**”) and [] of []

[] (“the **Surety**”) are held and firmly bound to **BROXBOURNE BOROUGH COUNCIL** of Borough Offices, Churchgate, Cheshunt, Waltham Cross, Hertfordshire EN8 9XB (the “**Council**”) in the sum of £[] ([] pounds) to be paid to the Council for the payment of which sum the Owner and the Surety bind themselves their successors and assigns jointly and severally

IN WITNESS whereof the Owner and the Surety have each executed this Deed as a Deed and delivered the same on but not before this [] day of [] Two thousand and []

- 1. The Owner has entered into a Deed under seal with the Council under section 106 of the Town and Country Planning Act 1990 (as amended) dated [] (the “**S106 Agreement**”) whereby the Owner undertook at its own expense to deliver the Commercial Development authorised under planning permission appeal reference APP/W1905/W21/3271027 and as defined in the S106 Agreement in accordance with the timings and conditions set out in Part 1 of Schedule Two of the S106 Agreement
- 2. It is intended that this Bond shall be construed as one with the S106 Agreement

NOW THE CONDITION of the above-written Bond is such that if the Owner shall duly perform and observe all the terms provisions conditions and stipulations of the s106 Agreement (in so far as they relate to the delivery of the Commercial Development) on the Owner’s part to be performed and observed according to the true intent and meaning thereof or if on default by the Owner the Surety shall duly satisfy and discharge the damages sustained by the Council up to the amount of the above-written Bond then the above-written Bond shall be null and void but otherwise shall remain in full force and effect **PROVIDED ALWAYS** that the giving by the Council of any extension of time for performing the S106 Agreement or any stipulations therein contained and on the part of the Owner to be performed or any other forgiveness or forbearance on the part of the Council or its successors or assigns shall not in any way release the Surety from any liability under the above-written Bond

EXECUTED AS A DEED by **Cheshunt**)
Sports and Leisure Limited
in the presence of:

Director:

Director/Secretary:

Signed as a Deed by
and
[Surety]

.....

APPENDIX 5
NOMINATIONS AGREEMENTS

of the Schedule such criteria being in line with The Allocation of Housing (Qualification Criteria for Armed Forces) (England) Regulations 2012

- (c) thirdly to any first time buyer living in the Borough of Broxbourne who would be eligible to go on the Council's housing list
- (d) fourthly to any first time buyer living in the Borough of Broxbourne or existing shared owners living in the Borough of Broxbourne
- (e) fifthly to any first time buyer or existing shared owner working in the Borough of Broxbourne
- (f) or in such other priority as the parties may decide from time to time **PROVIDED THAT** the Registered Provider shall not be required to house any Nominee where to do so would be in breach of its charitable status

1.3 ***“Dwelling/Dwellings”***

means the Dwellings erected on or in the course of erection on the Land owned or managed by the Registered Provider known as @ and “Dwelling” means any one of such properties

1.4 ***“Equity Share”***

means the percentage share in a Dwelling available to a Nominee

1.5 ***“Fully Staircased”***

means that the Leaseholder under a Shared Ownership Lease has acquired all the Equity Shares in a Dwelling

1.6 ***“Land”***

means land situate at [x] and referred to in the Section 106 Agreement

1.7 ***“Nomination Procedures”***

means either the Nomination Procedure in Schedule 1 or the Nomination Procedure in Schedule 2 (as the case may be)

1.8 ***“Nomination Rights”***

means the right of the Council to nominate the leaseholder of a Shared Ownership Lease for a Dwelling or an assignee from time to time during the period of 70 years from the date on which the Council is served with the notice referred to in Schedule 3

1.9 ***“Nominee”***

means a person proposed by the Council to become the leaseholder of a Shared Ownership Lease of a Dwelling

1.10 ***“Registered Provider ”***

means a registered social landlord within the meaning of Part I of the Housing Act 1996 (or any statutory modification re-enactment thereof) and registered with the Homes England as regulator of Social Housing pursuant to Section 1 of that Act and the Housing and Regeneration Act 2008

1.11 **“Section 106 Agreement”**

means the Agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 between the Council and [x] and [x] and dated [x] in respect of the Land

1.12 **“Shared Ownership”**

means a residential unit or Dwelling available for letting under a Shared Ownership Lease

1.13 **“Shared Ownership Lease”**

means the Home England’s model lease for Shared Ownership Housing or such other shared ownership lease as shall be employed by the Registered Provider from time to time

1.14 **“Social Rent”**

a rent calculated on an annual basis which is set at the rate of formula rent as determined through the government’s national rent regime

1.15 **“Working Day”**

means Monday to Friday inclusive each week excluding any statutory bank or public holidays

1.16 The parties hereto expressed as “the Council” and “the Registered Provider” shall include their respective successors in title

1.17 words importing one gender shall be construed as importing another gender

1.18 words importing the singular shall be construed as importing the plural and vice versa

1.19 The reference herein to any statute or section of a statute includes any statutory re-enactment or modification thereof

1.20 Any reference to a clause or a schedule is unless the context otherwise requires a reference to a clause or a schedule of this Deed and any reference to a sub-clause is a reference to a sub-clause of the clause in which the reference appears

2. WHEREAS: -

2.1 The Council is a Housing Authority for the purposes of the Housing Act 1985

2.2 The Registered Provider is a social landlord and has agreed to enter into this Deed to grant to the Council Nomination Rights over the Dwellings

- 2.3 The Law of Property (Miscellaneous Provisions) Act 1994 Section 6(2)(a) shall have effect as though all matters now recorded in all registers open to or capable of public inspection are to be considered to be within the actual knowledge of the Registered Provider
3. **NOW THIS DEED WITNESSETH** as follows:
- 3.1 [Pursuant to the terms of the] [Section 106 Agreement] [Transfer] and in consideration of the agreement by the Council to follow the Nomination Procedures the Registered Provider agrees to grant to the Council the Nomination Rights and covenants with the Council pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 that the Registered Provider shall observe and perform the covenants and restrictions referred to in this Deed
- 3.2 When any Dwelling becomes available to the Registered Provider the Registered Provider will follow the Nomination Procedure to secure the assignment of a Shared Ownership Lease of the Dwelling to a person within the Criteria and on the terms of this Agreement **PROVIDED THAT** the Registered Provider shall not be under an obligation to acquire a Dwelling after the Shared Ownership Lease shall have been Fully Staircased
- 3.3 The Council shall have the exclusive right to nominate a Nominee as the original Leaseholder under a Shared Ownership Lease and also as the assignee of an existing Shared Ownership Lease of any Dwelling **PROVIDED THAT** the Registered Provider may allocate a Dwelling in accordance with their own lettings policy for Shared Ownership if either
- 3.3.1 the Council fails without reasonable cause to follow the Nominations Procedures, or
- 3.3.2 the Council has given written notice that it does not wish to exercise its Nomination Rights
4. The Registered Provider shall be entitled to sell any of the Dwellings where the tenant thereof exercises a right to acquire or a right to buy a Dwelling whether in whole or part shares or any other similar statutory or contractual right or where the tenant has Fully Staircased
5. The parties agree to follow the Nominations Procedure
6. A person who is not a party to this Deed may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999
7. It is hereby declared that the provisions of this Deed shall not be binding on a mortgagee or chargee (or any receiver (again including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to

enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a “Receiver”) of the whole or any part of the Property or any persons or bodies deriving title through such mortgagee, chargee or Receiver **PROVIDED THAT** the said mortgagee chargee or Receiver has first complied with the provisions of [clause @ of the Section 106 Agreement] **OR** [Paragraph 3.2.2 in Schedule 1]

8. In the case of dispute or difference or any matter under this Deed or as to the construction of this Deed any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President of the Institute of Housing in accordance with the provisions of the Arbitration Acts 1996 or any statutory re-enactment or modification for the time being in force
9. The provisions of this Deed shall not bind a tenant as referred to in 4 above nor a mortgagee, charge or lessee of such tenant nor successors in title to any of them
10. Any time limits expressed in the Nominations Procedures are deemed to run from the receipt of the relevant document or correspondence and all documents and correspondence are deemed to be received one Working Day after sending by post or electronically and time limits may be varied by agreement between the Housing Registered Provider and the Council’s Nominations Team

EXECUTED and DELIVERED as a Deed on the date of this document

SCHEDULE 1

Covenants and Restrictions

1. The Registered Provider covenants with the Council as follows:-
 - [1.1 *To complete the Dwellings or procure the completion of the Dwellings at its own expense to the reasonable satisfaction of the Council not later than three years from the date hereof (subject to this date being extended (subject to the consent of the Council which shall not be unreasonably withheld or delayed) by the duration of any delay which arises from any causes or unforeseeable events beyond the control of the Registered Provider)*
 - 1.2 *If the Dwellings shall not be completed in accordance with paragraph 1.1 of this Schedule as evidenced by a certificate of practical completion issued by the Registered Provider's Surveyor or other appointed representative then if the Council shall so require and shall have served notice of such requirement on the Registered Provider within 6 months of the expiry of three years from the date hereof or such longer period as mentioned in paragraph 1.1 of this Schedule then on or before the expiry of three months of the said notice the Registered Provider shall if required by the Council and reasonably practicable transfer the Dwellings to another Registered Provider nominated by the Council with vacant possession free from encumbrances other than the provisions of this Deed]*
- 1 Subject to the provisions of paragraph 3.2.2 of this Schedule the Dwellings shall be let by a Registered Provider on the terms of this Deed
2. To implement the Nomination Rights upon receipt of notice of the same in accordance with the provisions of this Deed
3. Not within 70 years of the date hereof to sell transfer demise or share occupation of the Dwellings other than in accordance with the provisions of this Deed **SAVE THAT** the Registered Provider:-
 - 3.1 shall be entitled to sell any of the Dwellings free of the provisions of this Deed to a tenant whether in whole or part shares or to a tenant who is acquiring all of the remaining Equity Shares so as to make the Dwelling Fully Staircased; and
 - 3.2 shall be entitled to transfer or demise the Dwellings in whole or part in the following circumstances:-

3.2.1 where the transferee is a Registered Provider and enters into a nomination deed with the Council on substantially the same terms as this Deed in respect of the whole or such part of the Dwellings as is transferred or demised (**SAVE THAT** the period referred to in the definition of Nomination Rights in Clause 1 shall be the residue of that period or periods referred to)

3.2.2 where a mortgagee or chargee of the Registered Provider (or receiver appointed by such mortgagee or chargee) disposes of any or all of the Dwellings on the open market free of the restrictions of this Deed having [first complied with the provisions of clause @ of the Section 106 Agreement] OR:-

[3.2.2.1 first given the Council three months prior written notice of its intention to dispose of any or all of the Dwellings in exercise of its power of sale in respect hereof; and

3.2.2.2 first used reasonable endeavours (subject to applicable statutory and regulatory requirements) to dispose of any or all of the Dwellings to another Registered Provider on the same terms as those referred to in paragraph 3.2.1 of this Schedule at the best price reasonably obtainable taking into account all statutory and regulatory requirements and provided the Council with evidence of the forgoing and notwithstanding has been unable during the three months period commencing on the date of such notice to dispose of any or all of the Dwellings to another Registered Provider **PROVIDED** however that nothing in this Deed shall require or be deemed to require a mortgagee or chargee (or any receiver appointed thereby) to dispose of any or all of the Dwellings at a price which is less than that necessary to redeem the mortgage or charge then outstanding]

4. The Registered Provider shall on the sale of the whole of the beneficial interest of the Dwellings [**AND** in the event a grant has been paid to the Registered Provider by the Council at the date of this Deed (subject to applicable regulatory requirements)] use its reasonable endeavours [to forthwith apply any said grant] in acquiring suitable alternative housing accommodation within the Borough of Broxbourne and shall:-

4.1 notify the Council of a sale of the whole of the Dwellings within 14 days of completion thereof;

4.2 notify the Council of the address of such alternative housing accommodation within 14 days of the acquisition of the same; and

- 4.3 enter into a Deed of Nomination on the same terms on this Deed in respect of such alternative housing as mentioned above for the residue of the term of this Deed **PROVIDED THAT** this obligation shall cease to apply if despite having used its reasonable endeavours (and having provided proper evidence to the Council of the same) the Registered Provider has been unable during an 18 month period from the date of receipt of the said net proceeds to utilise such net proceeds to acquire suitable alternative accommodation within the Borough of Broxbourne
5. The Registered Provider will within 14 days give notice to the Council of any sale transfer or demise in accordance with paragraphs 3.1 and 3.2 of this Schedule
6. The provisions of this Schedule shall cease to apply to each and every part of the Property disposed of pursuant to the provisions of paragraph 3.1 or 3.2 of this Schedule having been first complied with

SCHEDULE 2

Nomination Procedure for the granting of Shared Ownership Leases in respect of New Build Dwellings

SERVICE LEVEL AGREEMENT FOR SHARED OWNERSHIP HOMES BETWEEN BOROUGH OF BROXBOURNE (LA) AND REGISTERED PROVIDERS (RP)

1. This agreement sets out the expectations placed on the RPs, local Help to buy agent and the LA.
2. The LA shall set out the priorities as agreed in the nominations agreement and send these to the RP and the Help to buy agent with the list of applicants. It is for the RP to make the necessary enquiries to prioritise applicants wishing to purchase the homes.
3. The RP shall also ask the local Help to buy agent for a list of qualifying applicants on its register who have expressed an interest in properties in this area. In addition the RP shall consult its own records of applicants interested in shared ownership properties and carry out direct marketing of the homes as appropriate.
4. After a period of 3 months of marketing the properties, if there are insufficient qualifying applicants, the LA and RP will review the marketing arrangements. Should it not be possible to fulfil the requirements of the nominations deed within a reasonable time, any marketing to non-qualifying applicants shall be agreed in writing between the RP and the LA.
5. The RP shall provide details of qualifying applicants wishing to proceed with purchase to the LA prior to offering the homes to the applicants. These details shall show how the applicants fulfil the qualifying criteria. The LA shall respond within 5 working days indicating acceptance of these applicants or reasons for refusal. Acceptance shall not be unreasonably withheld.
6. The RP shall provide details of purchasers, previous address, type of accommodation (shared owners, living with friends/ family, private rented etc.), income and household details to the LA once the sale of all the shared ownership homes on the development has been completed.

SCHEDULE 3

Nominations Procedure for the Assignment of existing Shared Ownership Leases

1. Within 5 Working Days of the Registered Provider receiving notification from a shared owner of their intention to dispose of his/her interest in a Dwelling the Registered Provider shall provide the Council's housing options team with details of the Dwelling
2. The Registered Provider shall also request a list of qualifying applicants from the local help to buy agent and consult its own records to identify a qualifying purchaser.
3. If no qualifying purchaser can be found by the Registered Provider within a period of eight weeks, the vendor shall be free to market the home to any purchaser who meets the eligibility criteria of the Homes England.

SCHEDULE 4

Nominations Procedure for Dwellings

repurchased by the Registered Provider

1. In the event a shared owner can no longer afford to keep their interest in a Dwelling and has to sell their interest back to the Registered Provider the Council's Housing team must be notified within 5 working days of the RP's decision to purchase this share
2. On repurchase of a Dwelling the RP and the Council must determine and agree together if the shared ownership property will be changed into an affordable rent or social rent property
3. Where the tenure of the property will be changed from a shared ownership property to an affordable rent or social rent property and upon written agreement of both parties the RP and the Council will enter into a new Affordable Rent or Social Rent Nominations Agreement
4. If the tenure of the property is to remain as a shared ownership property the procedure in Schedule 3 must be followed

EXECUTED as a Deed
by affixing the Common Seal of
[Registered Provider]
in presence of:

Chief Executive

Print Name

Company Secretary

Print Name

EXECUTED as a Deed
by affixing the Common Seal of
**THE COUNCIL OF THE
BOROUGH OF BROXBOURNE**
in presence of:

Authorised Signatory

Print Name

means a periodic tenancy of a type which is defined in accordance with the provisions of the Housing Act 1988 not being an assured shorthold tenancy as therein also defined and being a tenancy which gives the tenant security of tenure

1.5 ***“Common Housing Register Scheme”***

means a register naming all persons who fit the Criteria and desire allocation to social housing available in the borough over which the Council presides being a register that all or most Registered Providers in the borough agree for the time being to adhere to in relation to the allocation of persons who fit the Criteria to their individual available housing stock

1.6 ***“Criteria”***

the criteria referred to in [Clauses 1.13 and 1.15 of this Deed] [the Section 106 Agreement] [the Transfer]

1.7 ***“Development”***

means the construction or the procurement of the construction of [@ x @ bedroom houses and @ x @ bedroom flats] on the Property in accordance with the Planning Permission

1.8 ***“Dwelling”***

any one of the Dwellings

1.9 ***“Dwellings”***

the [@ x @ bedroom houses and @ x @ bedroom flats] constructed on the Property in accordance with the Planning Permission [and shown edged blue on the plan attached to this Deed]

1.10 ***“Fixed Term Tenancy”***

a tenancy of a type which is an assured shorthold tenancy as defined by Sections 21(A) and 21(B) of the Housing Act 1988 but granted for a minimum fixed term of two years in accordance with Section 164 of the Localism Act 2011

[1.11 ***“Grant”***

the amount of [x] POUNDS (£x)]

1.12 ***“Homes and Communities Agency”***

means the regulator of social housing or such successor body

1.13 ***“Housing Need”***

a person is in housing need if **EITHER** they are homeless or the dwelling which they occupy is overcrowded or unfit for human habitation **AND** their financial circumstances are such that they cannot house themselves in accommodation available on the open market which is not overcrowded or unfit for human habitation within the area of the Borough of Broxbourne whether because of advance rental payment requirements or otherwise and “homeless” “overcrowded” and “unfit for human habitation” shall be interpreted in accordance with the Housing Acts 1985 and 1996 **OR** in the opinion of the Council given in writing that they are otherwise in housing need **PROVIDED THAT** the Registered Provider shall not be required to house any Nominee where to do so would be in breach of its charitable status/status

1.14 “Implemented and Implementation”

means the commencement of the Development in accordance with the Planning Permission by the carrying out of a “material operation” as defined by Section 56 of the Town and Country Planning Act 1990

1.15 “Local Connection”

a person has a local connection if they or their spouse or the person with whom they live as a spouse are ordinarily resident within the area of the Borough of Broxbourne and have been for six months in the 12 months or 3 years in the 5 years immediately prior to their occupation of the Dwelling or have a parent or child or sibling such sibling being over 18 years of age so resident or have permanent employment in the said area and are on the Council’s housing register maintained in compliance with its approved allocations scheme or in the opinion of the Council given in writing they otherwise have a local connection

1.16 “Nomination Notice”

A written notice given by the Council to the Registered Provider

1.17 “Nomination Rights”

The right for the Council to nominate tenants to all first lettings of the Dwellings and to [75%] [50%] of all subsequent lettings for the period of 70 years from the date on which the Council is served with the first Vacancy Notice referred to in clause 1.1 of the SLA (“the Notice Date”)

1.18 “Nominee”

a person named in a nomination notice

1.19 ***“Open Market Rent”***

a rent value (inclusive of service charge (if any)) payable in the private rental sector for the locality relative to comparable dwellings as the Dwelling such open market rent or value having been determined by the surveyor for the time being of the Registered Provider and agreed by the Council in writing immediately prior to the date of a relevant tenancy (acting reasonably and giving due consideration to the Registered Provider's overarching obligation under the regulator for social housing's regulatory framework) and in the absence of such agreement determined by an Arbitrator

1.20 ***“Planning Permission”***

means the Planning Permission issued on @ 202@ by the Council under application reference @ or such other application for a scheme first proposed to and approved by the Council

1.21 ***“Practical Completion”***

means the date the Development is completed to the satisfaction of the Registered Provider and as evidenced by the issue of a certificate of practical completion by the surveyor or other suitably qualified person for the time being of the Registered Provider

1.22 ***“Property”***

The land situate at and known as @ Hertfordshire @ [all of which land is shown edged red on the plan attached] [to this Deed] [to the Transfer] [to the Section 106 Agreement]

1.23 ***“Registered Provider”***

a registered social landlord within the meaning of Part 2 of the Housing and Regeneration Act 2008 and registered with the Homes and Communities Agency as regulator of Social Housing pursuant to Sections 111 and 112 of that Act

1.24 ***[“Section 106 Agreement”***

the agreement made pursuant to Section 106 of The Town and Country Planning Act 1990 and between the Council (1) @ (2) @ (3) and @ Registered Provider (4) and dated @]

1.25 ***“SLA”***

the Service Level Agreement in the form specified and contained in the Second Schedule hereto or such other Service Level Agreement as may from time to time be agreed by the parties

1.26 ***["Transfer"]***

the transfer of the Property of even date herewith and made between [the parties hereto]]

1.27 ***"Vacancy Notice"***

a written notice given by the Registered Provider to the Council in a form to be provided by the Council to the Registered Provider

1.28 ***"Working Day"***

Monday to Friday inclusive each week excluding any statutory bank or public holidays

1.29 The parties hereto expressed as "the Council" and "the Registered Provider" shall include their respective successors in title

1.30 Words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa

1.31 The reference herein to any statute or section of a statute includes any statutory re-enactment or modification thereof

1.32 Any reference to a clause or a schedule is unless the context otherwise requires a reference to a clause or a schedule of this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears

2. WHEREAS: -

2.1 The Council is a Housing Authority for the purposes of the Housing Act 1985

2.2 The Registered Provider is a social landlord and has agreed to enter into this Deed to grant to the Council Nomination Rights over the Dwellings

3. NOW THIS DEED WITNESSETH as follows: -

3.1 [Pursuant to the terms of the] [Section 106 Agreement] [Transfer] [and in] [In] consideration of the payment of **£1.00 (ONE POUND)** by the Council to the Registered Provider on the date of this Deed (the receipt whereof the Registered Provider hereby acknowledges) and the payment of the Grant by the Council to the Registered Provider 50% of which is payable on or shortly after the date of this Deed or as soon as practicable after the Development is commenced whichever is the later and 50% of which is payable on the date of Practical Completion the Registered Provider hereby grants to the Council the Nomination Rights over

the Dwellings and covenants with the Council pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 that the Registered Provider and its successors in title shall observe and perform the covenants and restrictions referred to in this Deed and in the First Schedule

- 3.2 The Council and the Registered Provider hereby agree that **PROVIDED THAT** the Registered Provider participates in the Common Housing Register Scheme the Council will not exercise the Nomination Rights
- 3.3 The Registered Provider agrees that the Dwellings shall only be let on either an Assured Tenancy or a Fixed Term Tenancy basis under the Affordable Rented Scheme and at an Affordable Rent **SAVE THAT** the Registered Provider can instead issue starter tenancies where the Registered Provider has a starter tenancy scheme notified to the Homes and Communities Agency appointed under the Housing and Regeneration Act 2008 that applies to the Dwellings
- 3.4 The Council and the Registered Provider hereby agree that each will act in accordance with the SLA
- 3.5 The Registered Provider shall where no nomination in respect of a Dwelling is forthcoming from the Council in accordance with the Nomination Rights be free to let the Dwelling and/or Dwellings to a person of its choice who complies with the Criteria
- 3.6 The Registered Provider shall in respect of all first lettings of the Dwellings referred to in the definition of Nomination Rights use its reasonable endeavours to ensure that each letting shall be to a person nominated by the Council and thereafter during the said period of 70 years and in each period commencing on 1 April in each year the Registered Provider shall do likewise but in respect of 75% of the said lettings only
- 3.7 The Registered Provider shall not be obliged to let a Dwelling to anyone unless satisfied that that person falls within the category of persons permitted to occupy the Dwelling in accordance with the Criteria
4. The Registered Provider shall be entitled to sell any of the Dwellings where the tenant thereof exercises either its preserved right to buy in accordance with Section 171A of Part V of the Housing Act 1985 or its right to acquire in accordance with the Section 180 of the Housing

and Regeneration Act 2008 (as the case may be) **PROVIDED THAT** the Registered Provider shall comply with paragraph 4 of the First Schedule

5. The provisions of this Deed shall become binding upon the parties hereto upon the execution hereof and it is hereby agreed that a person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999
6. Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre-paid first class post to the address of the parties indicated above or other address notified by one party to the other and any notice shall have been deemed to have been served two working days after posting
7. In the case of dispute or difference on any matter under this Deed shall be referred to the Arbitrator
8. The provisions of this Deed shall not bind a tenant as referred to in 4 above nor any mortgagee chargee receiver or manager of any of the Dwellings acquired pursuant to either the preserved right to buy in accordance with Section 171A of Part V of the Housing Act 1985 or the right to acquire in accordance with Section 180 of the Housing and Regeneration Act 2008

EXECUTED and DELIVERED as a Deed on the date of this document

THE FIRST SCHEDULE (hereinbefore referred to)

COVENANTS AND RESTRICTIONS

The Registered Provider covenants with the Council as follows:-

1. To complete the Development or procure the completion of the Development at its own expense to the reasonable satisfaction of the Council not later than three years from the date of this Deed (subject to this date being extended (subject to the consent of the Council which shall not be unreasonably withheld or delayed) by the duration of any delay which arises from any causes or unforeseeable events beyond the control of the Registered Provider)
2. If the Development shall not be completed in accordance with paragraph 1 of this Schedule as evidenced by a certificate of practical completion issued by the Registered Provider's Surveyor or other appointed representative then if the Council shall so require and shall have served notice of such requirement on the Registered Provider within 6 months of the expiry of three years from the date hereof or such longer period as mentioned in paragraph 1 of this Schedule then on or before the expiry of three months of the said notice the Registered Provider shall either:-
 - [2.1 repay the whole or such part thereof received (as the case may be) of the Grant to the Council plus interest thereon at the base rate for the time being in force of Lloyds Bank in the event the Development has not been Implemented; or
 - 2.2 repay that amount of the Grant to the Council plus interest therein at the base rate for the time being in force of Lloyds Bank which has not then been spent on the Development as at the date of default of paragraph 1 of this Schedule and for the avoidance of doubt it is for the Registered Provider to provide evidence of such expenditure in respect of the Development to the Council within a reasonable period from the said date of default but within six weeks thereof and in the event such evidence of expenditure is not forthcoming and/or is unsatisfactory then the Registered Provider shall comply with paragraph 2.1 of this Schedule notwithstanding the Development has been Implemented
 - [2.3 instead of satisfying the provisions of either paragraph 2.1 or 2.2 of this Schedule and] if required by the Council and reasonably practicable transfer the Property to a Registered

Provider nominated by the Council with vacant possession free from encumbrances other than the provisions of this Deed]

3. Subject to the provisions of paragraph 4.2.2 of this Schedule the Dwellings shall be let by a Registered Provider on the terms of this Deed
4. Not within 70 years of the date hereof to sell transfer demise or share occupation of the Property other than in accordance with the provisions of this Deed **SAVE THAT** the Registered Provider:-
 - 4.1 shall be entitled to sell any Dwelling free of the provisions of this Deed where a tenant exercises either its preserved right to buy in accordance with Section 171A of Part V of the Housing Act 1985 or its right to acquire in accordance with Section 180 of the Housing and Regeneration Act 2008 or any similar statutory entitlement
 - 4.2 shall be entitled to transfer or demise the Property in the following circumstances:-
 - 4.2.1 where the transferee is a Registered Provider and enters into a nomination deed with the Council on substantially the same terms as this Deed in respect of the Property as is transferred or demised (**SAVE THAT** the period referred to in the definition of Nomination Rights in Clause 1 shall be the residue of that period or periods referred to)
 - 4.2.2 where a mortgagee or chargee of the Registered Provider (or receiver appointed by such mortgagee or chargee) disposes of the Property on the open market free of the restrictions of this Deed having:-
 - 4.2.2.1 first given the Council three months prior written notice of its intention to dispose of the Property in exercise of its power of sale in respect hereof; and
 - 4.2.2.2 first used reasonable endeavours (subject to applicable statutory and regulatory requirements) to dispose of the Property to another Registered Provider on the same terms as those referred to in paragraph 4.2.1 of this Schedule at the best price reasonably obtainable taking into account all statutory and regulatory requirements and provided the Council with evidence of the forgoing and notwithstanding has been unable during the three months period commencing on the date of such notice to dispose of the Property to

another Registered Provider **PROVIDED** however that nothing in this Deed shall require or be deemed to require a mortgagee or chargee (or any receiver appointed thereby) to dispose of the Property at a price which is less than that necessary to redeem the mortgage or charge then outstanding; or

4.2.2.3 in lieu of completion of the disposal referred to in paragraph 4.2.2.2 of this Schedule repaid to the Council the Grant plus interest thereon at the base rate for the time being in force of Lloyds Bank from the end of the said three months period until the date of repayment of the Grant

[5. The Registered Provider shall (subject to applicable regulatory requirements) use reasonable endeavours to apply the Grant which was invested by the Council in any Dwelling (such Grant figure to be adjusted to reflect the increase in the Consumer Price Index on a compound basis from the date of this Deed to the September prior to the date of disposal - "the Indexed Grant") sold in accordance with paragraph 4.1 of this Schedule in acquiring suitable alternative housing accommodation within the Borough of Broxbourne and shall:-

5.1 notify the Council of the address of such alternative housing accommodation within 14 days of the acquisition of the same; and

5.2 enter into a Deed of Nomination on the same terms as this Deed in respect of such alternative housing as mentioned above for the residue of the term of this Deed

PROVIDED THAT this obligation shall cease to apply if despite having used its reasonable endeavours (and having provided proper evidence to the Council of the same) the Registered Provider has been unable during an 18 month period from the date of receipt of the net proceeds of sale to utilise the Indexed Grant to acquire suitable alternative accommodation within the Borough of Broxbourne]

6. The Registered Provider will within 14 days give notice to the Council of any sale transfer or demise in accordance with paragraphs 4.1 and 4.2 of this Schedule

7. The provisions of paragraphs 2 and 3 of this Schedule shall cease to apply to each and every part of the Property disposed of pursuant to the provisions of paragraph 4.2.2.3 of this Schedule having been first complied with

8. The Registered Provider shall have no further liability to the Council hereunder with effect from the date of any disposal where the provisions of Schedule 1 have first been complied with

THE SECOND SCHEDULE (hereinbefore referred to)

SERVICE LEVEL AGREEMENT FOR NOMINATIONS BETWEEN BOROUGH OF BROXBOURNE (LA) AND REGISTERED PROVIDER (RP)

This Agreement sets out the standards expected for the prompt letting by the RP of properties to which the LA has nomination rights, outlining the expectations placed upon both the RP and LA.

The Council operates a Common Housing Register (CHR) and Housing Allocations Policy (HAP), and it is a condition of compliance with this agreement and/or schedule that the individual RP signs up to the CHR and HAP or successor policies.

Under the CHR the RP is required to provide 100% of all voids in Broxbourne Borough to the LA to be let through the CHR. The LA will then ensure that 25% of all lettings are ring fenced for RP preferred partner tenants.

In the event that the Council ceases to operate a CHR the Council would require 100% of nominations to the first letting, and 75% of all subsequent nominations or any other percentage specified in the relevant nomination deed for the property.

1. NOMINATIONS

- 1.1 The RP will request the nomination(s) as soon as it is notified of an impending vacant property(s). For new build schemes this will be no more than six weeks and no less than four weeks in advance of the estimated handover date.
- 1.2 Nominations will be requested on a completed standard form (attached) with the estimated lettings date included where known. Requests to be made by fax/e-mail.
- 1.3 Under the Choice Based Lettings (CBL) system, the Local Authority will aim to provide 100% of nominations within 18 working days from the receipt of the request. If the RP can provide the data by the appropriate day of the CBL cycle, the LA will provide nominations within 10 working days. Where a property is allocated through a direct offer, the LA will aim to provide 100% of nominations within 7 working days from the receipt of the request. If there is not a suitable nomination, the LA will advise within 3 working days of the CBL shortlist closing.
- 1.4 Once a vacancy notice in the RPs' standard form is received, if all parties agree the LA may provide a number of reserve nominations.

2. ACCEPTANCES AND REFUSALS

- 2.1 If the RP considers that the nomination is unsuitable, they will notify the LA within 2 working days, stating the exact reason(s). Examples of this may be:

- If a nominee's housing status has changed since their application to the LA.
- It is found that fraudulent or otherwise inaccurate information has been given to obtain housing.

Where the RP proposes to reject a nomination it is expected that the RP will discuss their reasons with the Council prior to sending formal notification. When nominations are requested by RPs, all relevant information should be stated. Any approaches for refusal not stated in the original nominations form will not normally be accepted.

Where the Council does not accept the reasons for rejection as being consistent with the CHR, the RP will be formally notified.

- 2.2 If the nominee does not respond to contact from the RP the LA will be notified within 7 working days from the date the RP contacted the nominee.
- 2.3 If the nomination is unsuitable or if the nominee has not responded to contact from the RP, the LA will provide a new nomination within 2 working days from the date they are notified by the RP.
- 2.4 The prospective tenant should view the actual property or a similar show property prior to formally accepting it. If the nominee fails to give confirmation, within 2 working days of viewing the property, that they wish to accept it, a further nomination shall be sought.
- 2.5 In the case of homeless applicants, if the nominee appeals to the LA that the offer is unsuitable then the LA will provide a further nomination within 3 working days. However, in exceptional circumstances, e.g. if the property offered is particularly suited to the nominee and a further property of its kind is not likely to be available after the appeal, the LA may request that the RP keep the property available on the understanding that the void costs will be met by the LA (plus associated costs, for example- vandalism).
- 2.6 In all cases, if the offer is refused, the RP will provide the reasons given by the nominee for the refusal
- 2.7 LA and RP will discuss an action plan if there have been three or more refusals of the same unit. This will occur within 2 working days of the third refusal.
- 2.8 The RP will notify the LA of successful nomination(s) within 5 working days of the nominee signing the tenancy agreement.
- 2.9 In the event that the RP does not offer a Tenancy Agreement within one month of serving a vacancy notice, as a result of a delay in a dwelling becoming available, the RP shall confirm via fax or e-mail that the LA wishes its original nomination to proceed.

3. PROVISION FOR TENANTS

3.1 The LA will accept RP tenants who reside within the borough onto their transfer list as part of the CHR. The applicant’s housing need will be assessed in line with the LA’s transfer scheme policy following completion of a transfer application form by the tenant. For the purpose of the CHR, tenants of all participating RP’s are prioritized according to the published points scheme.

3.2 If the RP has a tenant whom they wish to move on management grounds (this includes incidents of harassment) the LA will assess the situation in line with its own policies in dealing with management moves as set out in the CHP and HAP. Management moves (whether agreed by the Council or not) will be considered as a transfer, and not a council nomination, and shall be re-worked to form part of the 25% of lettings ring fenced for RP tenants under the CHR.

4. MISCELLANEOUS

4.1 For new lets the RP will offer a joint visit with the LA Housing Needs Section and Affordable Housing Development Section to the site before requesting the nomination.

4.2.1 The RP is responsible for identifying all properties which are suitable for wheelchair access or otherwise adapted for the use of disabled tenants.

4.2.2 Where an RP does not seek a nomination from the Council for a void property, but lets it by some other route outside of the CHR it will inform the Council, giving its reasons. Where this occurs, the letting shall be reworked to form part of the 25% of lettings ring fenced for RP tenants under the CHR.

4.3.1 The RP will provide monthly lettings returns of the previous months lettings of all lettings in the borough. In circumstances where the level of annual lettings is less than 15 the LA will accept lettings returns on a quarterly basis of all letting agreements.

4.3.2 The Council will provide quarterly reports on lettings data indicating the breakdown of lettings to RP tenants, and others, and by property size and type.

4.3.3 Information held by the Council and RPs about applicants will be shared in accordance with an agreed protocol.

EXECUTED as a Deed
by affixing the Common Seal of
[Registered Provider]
in presence of:

Chief Executive

Print Name

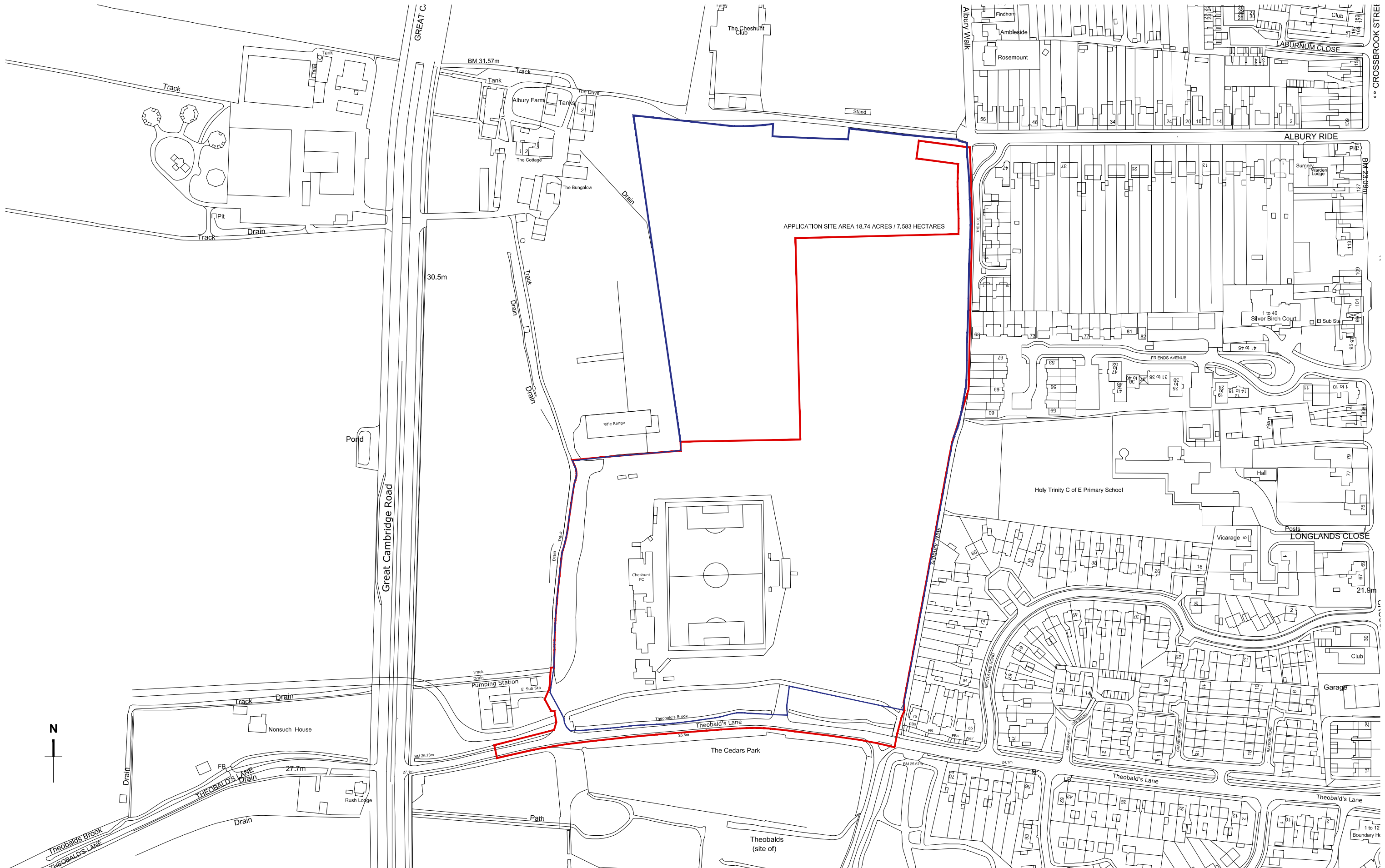
Company Secretary

EXECUTED as a Deed
by affixing the Common Seal of
**THE COUNCIL OF THE
BOROUGH OF BROXBOURNE**
in presence of:

Print Name

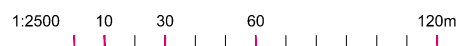
Authorised Signatory

Print Name



SITE LOCATION PLAN
1:2500

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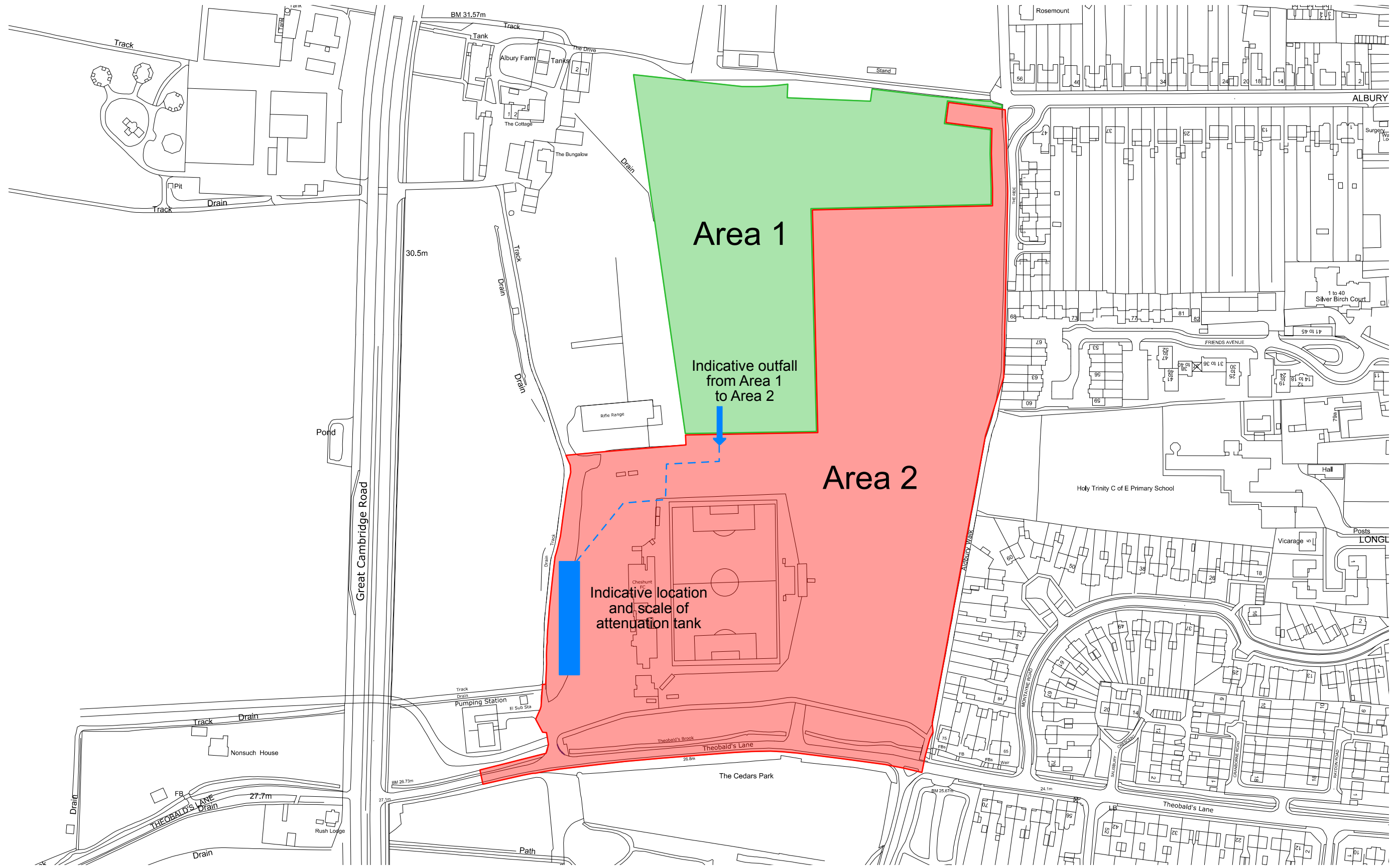
lm bryant + moore
ARCHITECTS
19-25 Salisbury Square, Old Hatfield, Herts AL9 5BT
Tel: 01707 251428 Fax: 01707 251429 Email: mb@bryantandmoore.co.uk

PROPOSED DEVELOPMENT AT:
CHESHUNT FC, THE STADIUM, THEOBALD'S LANE, CHESHUNT, EN8 8RU

SITE LOCATION PLAN

1:2500@A3

SEPTEMBER 2016 15_238_PL01_1



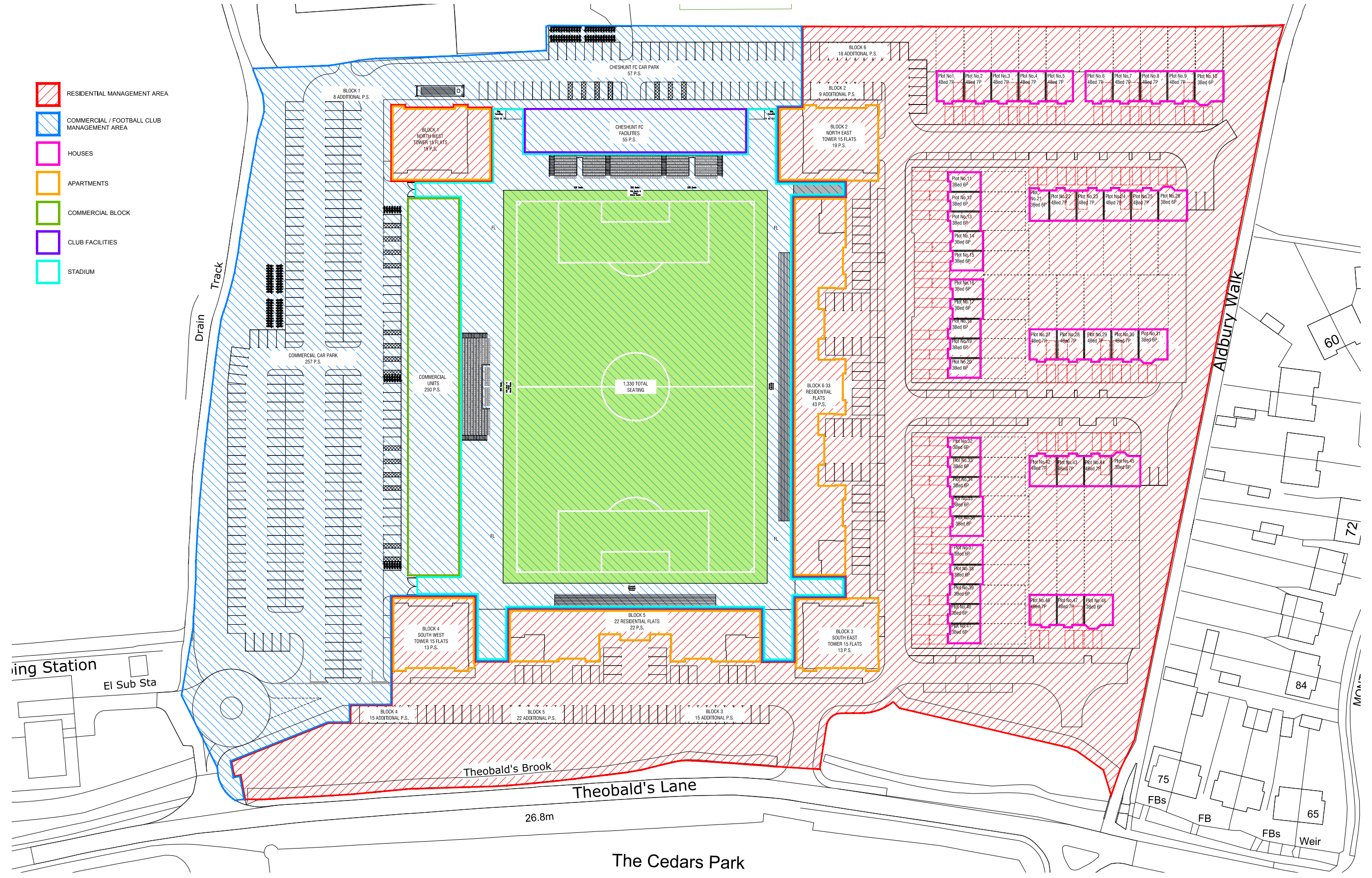
Indicative Drainage Concept Plan

Cheshunt Sports Village, Theobald's Lane, Cheshunt, EN8 8RU

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IN Drg: 194/A/202
Scale: 1:2,500 @ A3
Date: July 2021
100 metres





Plan 2

Cheshunt Sports Village, Theobald's Lane, Cheshunt, EN8 8RU

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