

Dated:

14 January

2025/6

**Deed under section 106 of the
Town and Country Planning Act 1990**

between

(1) Shepherd Neame Limited

(2) Ashford Borough Council

with unilateral undertakings to

(3) The Kent County Council

relating to land adjacent to The Bull Inn Bethersden Ashford Kent

Planning Application Number: PA/2024/1442 (Outline)

Appeal Reference: APP/E2205/W/25/3368725

DS54-0940 / CAP

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THIS DEED IS DATED THE

DAY OF

14 January

2025~~6~~

AND IS MADE BETWEEN:

- (1) **SHEPHERD NEAME LIMITED** (Co. Reg. No. 00138256) whose registered office is at 17 Court Street Faversham Kent ME13 7AX ("**the Owner**") and
- (2) **ASHFORD BOROUGH COUNCIL** of International House Dover Place Ashford TN23 1HU ("**the Council**")

with unilateral undertakings to

- (3) **THE KENT COUNTY COUNCIL** of Sessions House County Hall Maidstone ME14 1XQ ("**the County Council**")

INTRODUCTION

- (A) The Owner is registered at the Land Registry under title number K943988 as proprietor of the freehold title to the Site free from incumbrances
- (B) The Developer has a beneficial equitable interest in the Site by virtue of a restriction relating to an agreement dated 15 April 2024 over the Site
- (C) The Council is a local planning authority for the purposes of section 106 of the Act for the area within which the Site is situated
- (D) The County Council is a local planning authority the local highway authority the education authority the library authority and the authority responsible for the provision of social services community learning integrated children's services waste disposal and recycling for the area within which the Site is situated
- (E) The ICB is the national health service authority responsible for health services for the area within which the Site is situated
- (F) The Developer submitted the Planning Application for the Development to the Council

- (G) The Council by a planning committee decision dated 07 March 2025 resolved to refuse the Planning Application and the Developer has submitted the Appeal against the refusal of the Planning Application to the Secretary of State
- (H) The Council considers it expedient in the interests of the proper planning of its area having regard to the development plan and all other material considerations that provision should be made for regulating or facilitating the Development in the manner set out in the event that the Appeal is allowed
- (I) The parties are satisfied that in the event that the Appeal is upheld that the planning obligations secured by this deed are necessary to make the Development acceptable in planning terms are directly related to the Development and are fairly and reasonably related in scale and kind to the Development in compliance with regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)
- (J) The parties have accordingly agreed to enter into this deed to secure the planning obligations contained in this deed with the intention that the obligations should be binding not only upon the parties but also upon their successors in title and any person claiming or deriving title through under or in trust for them as otherwise specified in this deed in the event that the Appeal is allowed

NOW THIS DEED WITNESSES as follows

1. Definitions and Interpretation

- 1.1. In this deed the following words and expressions shall unless the context otherwise requires have the following meanings

the Act	the Town and Country Planning Act 1990 (as amended)
Appeal	the appeal made against the Council's non-determination of the Planning Application and which has been given appeal reference APP/E2205/W/25/3368725

CIL Regulations	the Community Infrastructure Levy Regulations 2010 (as amended)
Commencement of Development	the carrying out of a material operation as defined in section 56(4) of the Act pursuant to the Planning Permission (irrespective of non-compliance with any condition of the Planning Permission) but excluding any works of demolition site clearance (including removal of existing landscaping) archaeological investigations ground investigations for the purpose of assessing ground conditions remedial action in respect of any contamination or other adverse ground conditions site survey works temporary access construction works the temporary display of site notices or advertisements or the erection of any temporary means of enclosure hoardings or fences (and phrases such as " Commence the Development " and " the Development having been Commenced " shall be construed accordingly)
Contributions	means the Adult Social Care Contribution the Community Learning Contribution the Health Care Contribution the Indoor Sports Contribution the Libraries Contribution the Outdoor Sports Contribution the Primary School Contribution the Secondary School Contribution the Strategic Parks Contribution the SEND Build Contribution the Integrated Children's Services Contribution and the Waste Contribution
County Council Contributions	means the Adult Social Care Contribution, the Community Learning Contribution, the Libraries Contribution, the Primary School Contribution, the Secondary School Contribution, SEND Build Contribution, Integrated Children's Services Contribution and Waste Contribution
Decision Letter	the letter by which the Planning Permission is granted

Developer	Esquire Developments Limited (Co. Reg. No. 07658412) whose registered office is at Studio 3 The Old Laundry Green Street Green Road Longfield Kent DA2 8EB
Developer Contributions Monitoring Officer	the Council's Developer Contributions Monitoring Officer for the time being of the holder of any successor post including any appointed agent
Development	the erection of up to 32 dwellings including access from Bull Lane parking landscaping open space and associated infrastructure and earthworks
Development Managers	any of the persons who from time to time hold (or act in) the posts of the Assistant Director of Planning and Development Strategic Development and Delivery Manager or Planning Applications and Building Control Manager with the Council or any replacement for those posts or such other person to whom the Council or its planning committee may delegate powers from time to time in connection with the Planning Application or Planning Permission
Dwelling	each and every dwelling to be constructed on the Site pursuant to the Planning Permission (irrespective of any non-compliance with any condition)
Interest	interest at a rate equal to 6% (six percentage points) above the Bank of England base rate from time to time
ICB	NHS Kent and Medway ICB of 2 nd Floor Lower Stone Street Maidstone Kent ME15 6NB (or such other successor organisation in force at the time the Health Care Contribution is passed to the Council)
Occupy	to first occupy or permit the first occupation of a Dwelling or building forming part of the Development for any purpose but not including occupation by personnel engaged in

	construction fitting out finishing or decoration of that Dwelling or building nor occupation for marketing purposes nor occupation in relation to site and building security operations and "Occupation" "Occupier" and "Occupied" shall be construed accordingly
Planning Application	the application for outline planning permission (with all matters reserved except for access) for the Development submitted to the Council by the Developer and given reference number PA/2024/1442 and shall include any planning application relating to the Site which the Head of Planning and Development (or her successor in function) agrees in writing is substantially similar to application for planning permission given reference number PA/2024/1442
Planning Permission	the outline planning permission to be granted for the Planning Application pursuant to the Appeal and any planning permission granted pursuant to an application under section 73 of the Act relating to permission PA/2024/1442 (a "Subsequent Permission") and any planning permission granted pursuant to an application under section 73 relating to a Subsequent Permission (also a "Subsequent Permission")
Reserved Matters	The matters reserved for the approval of the Council under the Planning Permission and "Reserved Matter" shall be construed accordingly
Secretary of State	the Secretary of State for Housing Communities and Local Government or his appointed inspector who shall decide the Appeal
Site	the land known as land adjacent to The Bull Inn Bethersden registered at HM Land Registry within title number K943988 and shown edged red on the Site Plan

Site Plan	the plan showing the Site in drawing number 23.073 0001 Revision P1 prepared by On Architecture and entitled Site Location Plan appended to this deed as Appendix 1
Working Day	any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday or any day falling between Christmas Day and New Year's Day

- 1.2 Reference in this deed to any recital clause paragraph or schedule is unless the context otherwise requires a reference to the recital clause paragraph or schedule in this deed so numbered
- 1.3 Headings where they are included are for convenience only and are not intended to influence the interpretation of this deed
- 1.4 Words importing the singular meaning include the plural meaning and vice versa where the context so admits
- 1.5 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 interchangeably in that manner
- 1.6 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise
- 1.7 Save as is otherwise provided references to any party shall include the successors in title to that party and any person deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions
- 1.8 Words undertakings and covenants requiring a person not to do any act matter or thing ('negative requirement') or otherwise imposing a restriction or prohibition on the development, use or occupation of land include an obligation

not to assist facilitate encourage cause permit or suffer any infringement of the negative requirement restriction or prohibition

1.9 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act of Parliament 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 of Parliament or deriving validity from it

1.10 Devolution

1.10.1 For avoidance of doubt the parties hereby acknowledge that (subject to enactment of the necessary statutory powers) proposals have been put forward for the reorganisation of the current two-tier system of local government within the administrative county of Kent which may result in the establishment of a new unitary authority for the area in which the Site is located and/or the transfer of functions from the Council and the County Council to a new or other authority after the date of this deed. The parties acknowledge and agree that in the event of such re-organisation (and in any other event resulting in the transfer of functions)

1.10.1.1 any reference in this deed to the Council shall be deemed to include its successor as local planning authority and

1.10.1.2 any reference in this deed to the County Council shall be deemed to include the successor to each of its current functions as local highway authority education authority waste disposal authority mineral planning authority and the authority responsible for libraries integrated children's services community learning and adult social care for the area within which the Site is situated and the covenants given to and enforceable by the County Council in relation to each such function shall be enforceable by the body succeeding the County Council to that function

2 Legal Basis and Enforceability

- 2.1 This deed will be registered as a local land charge and is entered into pursuant to section 106 of the Act and all other statutory and other enabling powers
- 2.2 The terms of this deed create planning obligations binding on the Owner as owner of the Site for the purpose of section 106 of the Act and are enforceable by the Council in full and in part by the County Council (as appropriate) as local planning authorities
- 2.3 This deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission or their mortgagee except as otherwise may be provided in the schedules to this deed
- 2.4 The obligations contained in this deed shall not be binding upon or enforceable against any statutory undertaker in respect of any part of the Site or any interest in it acquired for the sole purpose of the supply of electricity gas water drainage telecommunications services or public transport services
- 2.5 In the event that the Secretary of State (or inspector as the case may be) expressly states in his Decision Letter that any individual planning obligation or Contribution within this deed is not compliant with the CIL Regulations and that no weight has been given to the same in reaching his decision then that planning obligation will cease to have effect and shall be void for the purposes of this deed and the Owner shall not be obliged to comply with the terms of that obligation but all the remaining clauses will remain in full force and effect
- 2.6 There is disagreement between the Council and the County Council in respect of the Contributions requested by the County Council and whether these are or are not compliant with the CIL Regulations. The Secretary of State (or inspector as the case may be) is therefore requested to determine and expressly state in his Decision Letter whether
- 2.6.1 any or all of the SEND Build Contribution the Integrated Children's Services Contribution and/or the Waste Contribution are compliant with the CIL Regulations and that the SEND Build Contribution the Integrated Children's Services Contribution and/or the Waste Contribution have

been taken into account in the making of the Decision and shall remain binding and in force or whether any or all of the SEND Build Contribution the Integrated Children's Services Contribution and/or the Waste Contribution are not compliant with the CIL Regulations and that the SEND Build Contribution the Integrated Children's Services Contribution and/or the Waste Contribution have not been taken into account in the making of the Decision and shall not be binding on the Owner nor be enforceable by the Council or the County Council and FOR THE AVOIDANCE OF DOUBT, if the Decision Letter is silent on any of the contributions referred to in this paragraph, the obligations in this deed relating to those contributions shall remain in full force and effect and

2.6.2 specifically in respect of the Adult Social Care Contribution the Community Learning Contribution the Libraries Contribution the Primary School Contribution and the Secondary School Contribution whether the contribution sums their associated indexation provisions and related obligations set out in either Part A or Part B of each relevant schedule have been taken into account in the making of the Decision and shall remain binding and in force and FOR THE AVOIDANCE OF DOUBT where the Secretary of State (or inspector as the case may be) shall state that Part A of any relevant schedule shall have effect then Part B of the same relevant schedule shall cease to have effect and shall not be binding on or enforceable against the Owner and vice versa AND FURTHER FOR THE AVOIDANCE OF DOUBT, if the Decision Letter is silent on whether Part A or Part B of each relevant schedule applies, Part B shall remain in full force and effect and Part A shall cease to have effect

3 Third Parties

Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999

4 Owner's covenants

The Owner agrees with the Council and undertakes to the County Council as set out in the schedules to this deed

5 Confirmation

The Owner confirms and warrants to the Council and the County Council that apart from the parties to this deed there are no other persons with any interest (legal or equitable) in the Site or any part thereof including any leasehold interest

6 Conditions precedent

6.1 This deed is conditional upon

6.1.1 the grant of the Planning Permission pursuant to the Appeal and

6.1.2 the Commencement of Development

save in respect of any obligations in this deed expressly requiring compliance prior to the Commencement of Development which shall come into effect immediately upon completion of this deed and the issuing of the Decision Letter allowing the Appeal and save for the provisions of clause 13 (Legal Fees) which shall have effect regardless of the outcome of the Appeal and shall not be conditional

7 Duration

7.1 This deed shall cease to have effect in so far only as it has not already been complied with if the Planning Permission is quashed revoked or otherwise withdrawn or expires before the carrying out of a material operation as defined in section 56(4) of the Act pursuant to the Planning Permission (irrespective of non-compliance with any conditions of the Planning Permission)

7.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his entire interest in the Site or (where the breach occurs solely on an identifiable part of the Site) his entire

interest in that part of the Site on which the breach occurs but in either case without prejudice to liability for any subsisting breach arising before parting with that interest

8 Change of Ownership

The Owner agrees with the Council and undertakes to the County Council to give the Council and the County Council prompt written notice pursuant to clause 9 of any change in ownership of any of its interests in the Site occurring before all the obligations under this deed have been discharged such notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan the date of the transfer and the nature of the interest transferred

9 Notices

9.1 Any notice or other written communication or information to be submitted for approval to be served upon a party or given by one party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing

9.2 A notice or communication shall be served or given

9.2.1 on the Owner at the address shown on the top of this deed or such other address as shall be notified in writing to the Council and the County Council from time to time and

9.2.2 on the Developer at its registered office from time to time or such other address as shall be notified in writing to the Council and the County Council from time to time and

9.2.3 on the Council at the address set out above or such other address as shall be notified in writing to the parties from time to time marked for the attention

of the Developer Contributions Monitoring Officer and/ or by email to S106@ashford.gov.uk and

9.2.4 on the County Council at the address set out above or such other address as shall be notified in writing to the parties from time to time marked for the attention of the Head of Law quoting reference NVA/PH/KEN015:001055 and with a copy sent by email to Developer.contributions@kent.gov.uk

10 Approvals

- 10.1 Any approval in writing given by the Council or the County Council under this deed or for the purposes of this deed shall not be or deemed to be approval for any other purposes whatsoever (nor shall approval by one constitute approval by the other)
- 10.2 For the avoidance of doubt any decision given by the Council in or by way of a decision notice shall not be an approval under this deed

11 Jurisdiction and legal effect

- 11.1 This deed and its validity shall be governed by and interpreted in accordance with the law of England and the parties exclusively submit to the jurisdiction of the courts of England in respect of this deed
- 11.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid illegal or unenforceable that invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed
- 11.3 The parties to this deed agree that no waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

- 11.4 The parties undertake to the County Council that no waiver (whether expressed or implied) by the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the County Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default
- 11.5 Nothing contained or implied in this deed shall prejudice or affect the rights powers duties and obligations of either the Council or the County Council both as the local planning highway housing library education or other relevant authority and in the exercise of its functions rights powers duties and obligations under all public and private statutes byelaws orders and regulations which may be fully and effectually exercised as if the Council and the County Council were not party to this deed
- 11.6 No obligation on the Council nor the giving of any covenant by the Council in this deed shall give rise to any liability in damages by virtue of that obligation or covenant

12 Interest and VAT

If any payment due under this deed is paid late Interest shall be payable from the date payment is due to the actual date of payment and the sum of the Interest shall be paid on the actual date of payment

13 Legal Fees

On completion of this deed the ^{owner}~~Developer~~ will pay to the Council and the ~~County Council~~ their reasonable legal costs incurred in relation to this deed and the Planning Permission

14 Confirmation

The Owner acknowledges and confirms that the Site shall be bound by the obligations contained in this deed

15 Position of the Mortgagee

- 15.1 Any person or body with the benefit of a legal charge over the Site shall have no liability under this deed unless it takes possession of the Site or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

16 Forward Funding

If the Council or the County Council forward-funds any project facility infrastructure or other expenditure from its own resources in anticipation of receipt of any relevant contribution or payment under the provisions of this deed then on such receipt the Council or the County Council may credit such contribution or payment (including any indexation element and/or interest received thereon) to its own resources and treat it as being immediately expended for the purpose for which the forward-funding was expended

17. Transfer of County Council Contributions

The Council undertakes to the County Council that it will transfer any of the County Council Contributions received by the Council to the County Council as soon as reasonably possible after having received the relevant money (including any part payments received by the Council)

Schedule 1: Notices and Monitoring

1. Definitions

- 1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Commencement Notice	a notice of the Owner's intention to Commence Development on a specified date no earlier than 4 weeks and no later than 6 weeks after the date of service of the notice
Index	the Retail Price Index as published by the Office for National Statistics or any other successor organisation
Index (KCC Monitoring Fee)	the 'All In Tender Price Index' as published by the Build Cost Information Service on behalf of the Royal Institute of Chartered Surveyors or any other successor organisation
Index-Linked	index-linked in accordance with paragraph 2.7 and 2.11 of this schedule (as appropriate)
Monitoring Fee	The sum of £1,000.00 (one thousand pounds) per annum Index-Linked towards monitoring compliance with the provision of this deed and the Planning Permission
Monitoring Fee (KCC)	the fee of £600 (Six Hundred Pounds) Index-Linked (being a sum of £300 (Three Hundred Pounds) per planning contribution payment trigger) towards monitoring compliance with the provisions of this deed in respect of the County Council Contributions

2. Owner's covenants

The Owner covenants with the Council and undertakes with the County Council as follows

Progress of the Development

- 2.1. To serve the Commencement Notice on the Council and the County Council prior to the Commencement of Development
- 2.2. Not to Commence Development before the Commencement Notice is served on the Council and the County Council and the date specified in the Commencement Notice has arrived unless otherwise agreed in writing by the Council
- 2.3. To give the Council and the County Council notice in writing of
 - 2.3.1. the date of first Occupation of any Dwelling
 - 2.3.2. the date of Occupation of Twenty five per cent (25%) of the Dwellings
 - 2.3.3. the date of Occupation of Fifty per cent (50%) of the Dwellings
 - 2.3.4. of the date of Occupation of Seventy five per cent (75%) of the Dwellings
 - 2.3.5. of the date of Occupation of One hundred per cent (100%) of the Development
- 2.4. To give the Council and the County the notices specified in 2.3.1 to 2.3.5 no later than within 10 Working Days of the date of Occupation specified in 2.3.1 to 2.3.5

Monitoring Fee

- 2.5. To pay the Monitoring Fee Index-Linked to the Council prior to the Commencement of the Development and on each anniversary of the date of the Commencement of the Development until all the obligations under this deed are satisfied in full and the Development has been completed

- 2.6. Not to Commence the Development until the Owner has paid the Monitoring Fee to the Council
- 2.7. The Monitoring Fee due and payable in paragraph 2.5 shall be increased using the following formula

$$\frac{\text{most recently published index figure for Index when the payment is due}}{\text{Quarterly index figure last published before the date of the Decision allowing the Appeal}} \times \text{Monitoring Fee (or portion if appropriate)}$$

- 2.8. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until such the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council considers a comparable index

Monitoring Fee (KCC)

- 2.9. To pay the Monitoring Fee (KCC) Index-Linked to the County Council prior to the Commencement of Development
- 2.10. Not to Commence the Development until the Owner has paid the Monitoring Fee (KCC) to the County Council
- 2.11. The Monitoring Fee (KCC) due and payable in paragraph 2.9 shall be increased using the following formula

$$\frac{\text{most recently published index figure for Index (KCC Monitoring Fee) when the payment is made}}{\text{Quarterly index figure for quarter 1 2022}} \times \text{Monitoring Fee (KCC) (or portion if appropriate)}$$

- 2.12 In the event that the Index (KCC Monitoring Fee) ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index (KCC Monitoring Fee) and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

Schedule 2: Adult Social Care Contribution

PART A

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Adult Social Care	towards the provision of specialist housing provision adaptation of community facilities technology to promote independence multi-sensory facilities and changing place facilities in the borough of Ashford
Adult Social Care Contribution	the sum of £146.88 (One hundred and forty six pounds and eighty eight pence) multiplied by the number of Dwellings in the Development towards the capital costs of Adult Social Care
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Index-Linked	index-linked in accordance with paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner agrees with the Council and undertakes with the County Council as follows

2.1. To pay to the Council the Adult Social Care Contribution Index-Linked in the following instalments

2.1.1. Fifty per cent (50%) of the Adult Social Care Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and

2.1.2. the balance of the Adult Social Care Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings

2.2. Not to Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

2.3. Not to Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

2.4. The Adult Social Care Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \div \begin{array}{l} \text{The Index figure for} \\ \text{April 2020 (namely } \\ \text{360.3)} \end{array} \times \begin{array}{l} \text{Adult Social} \\ \text{Care} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.5. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. The Council's covenants

3.1. The Council agrees with the Owner that in the event that

3.1.1. the Adult Social Care Contribution has been paid in full to the Council
and

3.1.2. the Adult Social Care Contribution is not passed or committed to be passed in full by the Council to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings and

3.1.3. following the expiry of that 10 year period the Council and the County Council have received a written request from the person who made the final instalment of the Adult Social Care Contribution and

3.1.4. the Council and the County Council have received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Adult Social Care Contribution which is not committed to be passed to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings to the person who paid the final instalment of the Adult Social Care Contribution

PART B

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Adult Social Care	towards the provision of specialist housing provision adaptation of community facilities technology to promote independence multi-sensory facilities and changing place facilities in the borough of Ashford
Adult Social Care Contribution	the sum of £180.88 (One hundred and eighty pounds and eighty eight pence) multiplied by the number of Dwellings in

	the Development towards the capital costs of Adult Social Care
Index	the 'BCIS All-In Tender Price Index' as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Index-Linked	index-linked in accordance with paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner agrees with the Council and undertakes with the County Council as follows

- 2.1. To pay to the Council the Adult Social Care Contribution Index-Linked in the following instalments
 - 2.1.1. Fifty per cent (50%) of the Adult Social Care Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and
 - 2.1.2. the balance of the Adult Social Care Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings
- 2.2. Not to Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. Not to Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. The Adult Social Care Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{The Index figure for} \\ \text{quarter 1 2022} \end{array} \right) \times \begin{array}{l} \text{Adult Social} \\ \text{Care} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.5. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. The Council's covenants

- 3.1. The Council agrees with the Owner that in the event that

3.1.1. the Adult Social Care Contribution has been paid in full to the Council and

3.1.2. the Adult Social Care Contribution is not passed or committed to be passed in full by the Council to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings and

3.1.3. following the expiry of that 10 year period the Council and the County Council have received a written request from the person who made the final instalment of the Adult Social Care Contribution and

3.1.4. the Council and the County Council have received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Adult Social Care Contribution which is not committed to be passed to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings to the person who paid the final instalment of the Adult Social Care Contribution

Schedule 3: Affordable Housing and Accessible and Adaptable Dwellings

1. Definitions

1.1 In this schedule the following words and phrases shall have the following meanings in addition to the definitions provided in clause 1 of this deed

Accessible and Adaptable Dwelling	a Dwelling designed to meet the requirements of a category 2 – accessible and adaptable dwelling ‘M4(2)’ as described in Approved Document M of the Building Regulations 2010 – ‘Access to and use of buildings’ approved by a Reserved Matters approval to be delivered in accordance with the Affordable and Accessible Housing Scheme approved pursuant to paragraph 2.2
Affordable Dwellings	Forty percent (40%) of the total number of Dwellings (rounded up to the nearest whole number) together with all associated vehicle and cycle parking and bin storage to be provided on the Affordable Housing Land of which i) Ten percent (10%) of the total number of Dwellings shall be provided as Affordable Rented Units and ii) Twenty percent (20%) of the total number of Dwellings shall be provided as Shared Ownership Units and iii) Ten percent (10%) of the total number of Dwellings shall be provided as either Shared Ownership Units or another form of affordable home ownership product with the proportions of each tenure or product together with (if any other affordable home ownership product(s) are included)

	the intended owner of and the full legal mechanism to secure each other affordable home ownership product in respect of the Dwelling(s) in question to be agreed in writing by the Development Managers as part of the approval of the Affordable Housing Scheme and which are to be transferred to a Registered Provider of Social Housing (or in respect of any other affordable home ownership product(s) to such other owner as the Affordable Housing Scheme sets out) in accordance with the provisions of this schedule
Affordable Housing Land	those parts of the Site identified and shown edged red on the Affordable and Accessible Housing Plan which shall set be set aside for the Affordable Dwellings and such entrance ways corridors gardens parking and storage areas and other ancillary areas as are necessary for their enjoyment together with such rights and easements over the Site to provide access to the Affordable Dwellings
Affordable and Accessible Housing Plan	the affordable and accessible housing plan identifying by red line boundaries the precise extent of all of the Affordable Housing Land and illustrating the location of Accessible and Adaptable Dwellings approved pursuant to paragraph 2.2 of this schedule
Affordable and Accessible Housing Scheme	the scheme to be approved pursuant to paragraph 2.2 of this schedule detailing i. the plot numbers ii. the tenure iii. the type

	iv. the number of bedrooms v. the number of bedspaces vi. the size of the bedrooms vii. the floorspace of the Affordable Dwellings and viii. which if any are Accessible and Adaptable Dwellings which if any are Accessible and Adaptable Dwellings or Wheelchair Use Dwellings as the case may be and (if any other affordable home ownership product(s) (being Affordable Dwellings other than Affordable Rented Units and Shared Ownership Units) are proposed for that Sub-Phase) ix. the intended owner of and the full legal mechanism to secure each such other affordable home ownership product in respect of the Dwelling(s) in question (including provisions covering the use of proceeds arising from future transactions to which paragraph 5 refers (where the intended owner is an RPSH) or from similar future transactions (where the intended owner is not an RPSH but provisions covering the use of proceeds are required by the National Planning Policy Framework Planning Practice Guidance statutory development plan and/or a supplementary planning document))
Affordable Rent	chargeable rent at a level which does not exceed Eighty per cent (80%) of gross local market rent (inclusive of service charges) for an equivalent

	property of that size and location or the applicable local housing allowance rate for the area in which the Affordable Dwelling is located (whichever is the lower)
Affordable Rented Units	those Affordable Dwellings identified as affordable rented units in the Affordable and Accessible Housing Scheme and on the Affordable and Accessible Housing Plan
Designated Protected Area	any area identified in and designated by The Housing (Right to Enfranchise) (Designated Protected Areas) (England) Order 2009
Homes England	the body known as The Homes and Communities Agency constituted pursuant to the Housing and Regeneration Act 2008 or any successor body performing a similar function and carrying on substantially the same grant-making and other functions
Homes England's East and South East Operating Area	the counties of Buckinghamshire Cambridgeshire East Sussex Essex Hertfordshire Kent Norfolk Suffolk Surrey and West Sussex and the unitary authority areas of Brighton & Hove and Medway
Long Lease	a lease for a term of a minimum of Nine hundred and ninety (990) years at a service charge which relates only to the building within which the Affordable Rented Units and/or Shared Ownership Units are located and any curtilage and common parts (other than those which exclusively serve any other part of the Site) and which is unencumbered
Nominations Agreement	a written agreement between the Council in its capacity as housing authority and an RPSH which

	deals with procedures for nominations into affordable housing including the Affordable Dwellings and which prioritises eligible persons in housing need who are nominated by the Council
Open Market Dwellings	those Dwellings permitted under the Planning Permission which are not Affordable Dwellings
Practical Completion	the issue of a certificate of practical completion by the Owner's agent or in the event that the Affordable Dwellings are constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's agent and in either case the receipt by the Development Managers of either a copy of the relevant certificate(s) or a report stating that the said agent has issued (a) certificate(s) for the relevant Dwelling(s)
Registered Provider of Social Housing (or RPSH)	the Council in its capacity as housing authority or another provider of social housing registered with the Regulator of Social Housing who has signed a Nominations Agreement with the Council in its capacity as housing authority
Regulator of Social Housing (or RSH)	the body known as the Regulator of Social Housing (or any successor to its functions) being the executive non-departmental public body that regulates registered providers of social housing
Shared Ownership Lease	a lease which accords with Homes England's model form of lease issued from time to time and contains a prohibition on staircasing beyond Eighty per cent (80%) where the Dwelling is located in a Designated Protected Area

Shared Ownership Units	those Affordable Dwellings identified as shared ownership units in the Affordable and Accessible Housing Scheme and on the Affordable and Accessible Housing Plan
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2. Owner's Covenants

The Owner covenants with the Council as follows

Provision of Affordable Housing and Accessible and Adaptable Dwellings

- 2.1. to submit to the Council drafts of the Affordable and Accessible Housing Scheme and the Affordable and Accessible Housing Plan prior to the approval of Reserved Matters (which include the Dwellings)
- 2.2. to obtain the Development Managers approval in writing for the Affordable and Accessible Housing Scheme and the Affordable and Accessible Housing Plan prior to the approval of Reserved Matters (which include the Dwellings)
- 2.3. to provide Forty per cent (40%) of the Dwellings (rounded up) as affordable housing (with 10% being Affordable Rent Units 20% being Shared Ownership Units and 10% being either Shared Ownership Units or another form of affordable home ownership product) in accordance with the Affordable and Accessible Housing Scheme and the Affordable and Accessible Housing Plan
- 2.4. to deliver a minimum of Twenty per cent (20%) of all Dwellings provided pursuant to the Planning Permission and Reserved Matters approval as Accessible and Adaptable Dwellings
- 2.5. to provide the Affordable Rented Units the Shared Ownership Units (and where appropriate the other affordable home ownership dwellings) and the Accessible and Adaptable Dwellings in accordance with the Affordable and Accessible Housing Scheme and the Affordable and Accessible Housing Plan

- 2.6. to ensure that the Affordable Dwellings are not visually distinguishable from the Open Market Dwellings based on their external appearance unless expressly agreed otherwise in writing by the Development Managers
- 2.7. not to Occupy more than Seventy five per cent (75%) of the Open Market Dwellings until
 - 2.7.1. all of the Affordable Dwellings have achieved Practical Completion and have been made ready for residential Occupation and an NHBC certificate or such other comparable certificate from a building warranty provider has been issued and copied to the Development Managers and
 - 2.7.2. the freehold of the Affordable Housing Land has been transferred to a Registered Provider of Social Housing (in the case of flats a Long Lease at peppercorn ground rent may be granted instead if the Registered Provider of Social Housing agrees) and evidence of the transfer has been provided to the Council or (if the Affordable Housing Scheme allows Affordable Dwelling(s) of (an)other affordable home ownership product(s) (not being Affordable Rented Units or Shared Ownership Units) to be not transferred to an RPSH but to (an)other intended owner(s)) to such intended owner(s) and in that case the full legal mechanism to secure such other affordable home ownership product (including provisions covering the use of proceeds arising from future transactions where required) has been put into effect in respect of the Dwelling(s) in question and in either case evidence of the transfer (and in the second case evidence of the putting into effect of the full legal mechanism in question) has been provided to the Council in writing
- 2.8. not to Occupy more than 50% of the Dwellings until all of the Accessible and Adaptable Dwellings have achieved Practical Completion and have been made ready for residential Occupation

3. Affordable Rented Units

- 3.1. not to Occupy the Affordable Rented Units other than

3.1.1. by a tenant of a Registered Provider of Social Housing and

3.1.2. at an Affordable Rent

3.2 not to let the Affordable Rented Units other than in accordance with that Registered Provider of Social Housing's Nominations Agreement

4. Shared Ownership Units

4.1. not to Occupy the Shared Ownership Units other than

4.1.1. by a leaseholder of a Registered Provider of Social Housing and

4.1.2. under a Shared Ownership Lease which includes the following terms

4.1.2.1. an initial purchase share in the range of Ten per cent (10%) to Seventy five per cent (75%) equity dependent upon the ability of the purchasers to obtain finance

4.1.2.2. rent for the outstanding equity at an average over all the Shared Ownership Units taken together of Two point seven five per cent (2.75%) (but with a maximum for any individual Shared Ownership Unit of Three per cent (3%)) of the value of the outstanding equity and thereafter increasing in accordance with Homes England's guidance for rental increases on shared ownership homes

4.1.2.3. the ability but no obligation to purchase additional shares of equity of One per cent (1%) increments annually for Fifteen (15) years and also Five per cent (5%) or more at any one time at a valuation to be independently determined up to One hundred per cent (100%) or such other lower percentage as may be set out in the Shared Ownership Lease where the Shared Ownership Unit is located in a Designated Protected Area

4.2. not to lease the Shared Ownership Units unless they have first been marketed for a minimum period of three months in accordance with the latest published

government guidance and eligibility criteria for potential leaseholders issued to RPSH's

- 4.3. In the event that the Registered Provider of Social Housing has marketed a Shared Ownership Unit in accordance with paragraph 4.2 for not less than Three (3) months and has not been able to identify a purchaser for a Shared Ownership Lease the Registered Provider of Social Housing shall be able to let that Shared Ownership Unit as an Affordable Rented Unit instead subject to

4.3.1. The RPSH providing notice to the Council's Assistant Director Housing that it has been so unable to let the Shared Ownership Unit including evidence of the marketing undertaken and the results thereof and requesting nominations for the Affordable Dwelling in question as an Affordable Rented Unit

4.3.2. the RPSH complying with the provisions of paragraph 3 of this schedule

- 4.4. Where the provisions of paragraph 4.3 above apply the Registered Provider of Social Housing shall notify the Council's Assistant Director Housing in writing within Twenty Eight (28) days of any such unit being let as an Affordable Rented Unit

5. General Provisions

- 5.1. unless otherwise agreed by the Development Managers or directed by Homes England any proceeds derived from the sale of a Shared Ownership Unit or from the right to buy or right to acquire an Affordable Rented Unit shall be used by the Registered Provider of Social Housing to re-invest in affordable housing within (in order of priority)

5.1.1. the borough of Ashford

5.1.2. then neighbouring council districts sharing an administrative boundary with the borough of Ashford or comprising in whole or part the same housing market area as Ashford borough

5.1.3. then elsewhere in the County of Kent and

5.1.4. then Homes England's East and South East Operating Area (but excluding the county of Kent and Rother District)

with priority given to the provision of new dwellings for Affordable Rent

6. Exclusions

6.1. The Council shall not enforce the obligations in this schedule against

- (a) Any mortgagee or chargee of the Registered Provider of Social Housing 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 of the Affordable Housing Land (or part thereof) ("**Freehold Chargee**")
- (b) Any person deriving title from a Freehold Chargee

PROVIDED IN EITHER CASE THAT any such Freehold Chargee

- (i) shall prior to seeking to dispose of the Affordable Housing Land (or part thereof) serve a notice on the Council advising that a power of sale has become exercisable and of its intention to dispose of the Affordable Housing Land (or part thereof) and
- (ii) shall have used reasonable endeavours over a period of 12 weeks from the date the Council received written notice to complete the transfer of the Affordable Housing Land (or part thereof) to a Registered Provider of Social Housing or to the Council

6.2 For the avoidance of doubt, if the transfer to the Registered Provider of Social Housing or the Council has not been completed within 12 weeks from the date the Council received the written notice set out in paragraph (i) of the proviso to paragraph 6.1 the Freehold Chargee (and any person deriving title from them) shall be entitled to dispose of that part of the

Affordable Housing Land free from the obligations in this schedule which shall cease to apply to that part of the Affordable Housing Land (or part thereof)

6.3 Nothing in this paragraph requires the Freehold Chargee to act contrary to its legal duties or to sell that land for less than the amount due and outstanding in relation to the Affordable Housing Land (or part thereof) under the terms of the relevant security documentation up to the date the Freehold Chargee disposes of that land (including all accrued principal monies interest costs and expenses)

6.4 In the event that a mortgagee or chargee of a leaseholder of a Shared Ownership Unit or any receiver (including an administrative receiver) appointed by such mortgagee or chargee ("**Leasehold Chargee**") seeks to enforce its security in relation to the Shared Ownership Unit it shall EITHER

(a) (i) give written notice to the Development Managers that a power of sale has become exercisable in respect of the lease of that Shared Ownership Unit and that the Leasehold Chargee shall be exercising the right to staircase to One hundred per cent (100%) ownership under the lease of that Shared Ownership Unit and

(iii) then exercise the right to staircase to One hundred per cent (100%) ownership under the lease of that Shared Ownership Unit and sell it free from the obligations in this Schedule which shall cease to apply to that Shared Ownership Unit

OR:

(b) (i) give written notice to the Development Managers that the power of sale of the lease of a Shared Ownership Unit has become exercisable and

(ii) use reasonable endeavours to complete the disposal of the lease of that Shared Ownership Unit to a person who qualifies for occupation

of a Shared Ownership Unit under the Council's current eligibility criteria for the leaseholder of such a unit ("**Qualifying Occupant**") within a period of 12 weeks from the date the Development Managers received the written notice under paragraph (b) (i) and

- (iii) If the Leasehold Chargee has not completed the transfer of the lease of the Shared Ownership Unit to a Qualifying Occupant within 12 weeks from the date the Development Managers received the written notice in paragraph (b) (i) the Leasehold Chargee (and any person deriving title from them, except a Qualifying Occupant who has exchanged contracts with the Leasehold Chargee within the 12 week period referred to) shall be entitled to dispose of the lease of that Shared Ownership Unit free from the obligations in this schedule which shall cease to bind the proprietor of the lease to that Shared Ownership Unit

Nothing in this paragraph 6.6 requires the Leasehold Chargee to act contrary to its legal duties

6.5 The covenants in this schedule shall cease to apply to

- 6.5.1 a tenant of an Affordable Rented Unit where that unit has been purchased by a tenant under the right to buy or the right to acquire or under the voluntary rights to purchase pursuant to the terms of the Housing and Planning Act 2016
- 6.5.2 the leaseholder of a Shared Ownership Unit where the leaseholder (or the Leasehold Chargee enforcing its security) has staircased to 100% ownership under their lease

Schedule 4: Children's and Young People's Play Space and Natural Open Space

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Children's and Young People's Play Space	a minimum of 0.048ha of play space on the Site provided in accordance with this schedule 4
Final Certificate	a certificate to be issued by the Council to the Management Company on or after expiration of the Maintenance Period when the On-Site Natural Open Space and/or the Children's and Young People's Play Space has been satisfactorily laid out and maintained to the reasonable satisfaction of the Council in accordance with the Open Space Scheme
Management Company	a company set up for the purpose of managing the On-Site Natural Open Space and the Children's and Young People's Play Space registered at Companies House using the constitutional documentation approved by the Development Managers pursuant to paragraph 2.3 of this schedule and which shall i) be limited by guarantee and ii) be open to membership by any freehold or leasehold (other than a revisionary freehold or leasehold due to an extant lease and/or underlease) owner of a Dwelling and

	iii) subject thereto enable full and equal participation by all owners of Dwellings in any decision making by the Management Company related to the On-Site Natural Open Space and the Children's and Young People's Play Space and any ongoing maintenance management and monitoring requirements of the same and iv) be accountable to owners of Dwellings
Maintenance Period	the period from the date of the application for the Final Certificate for the On-Site Natural Open Space and/or the Children's and Young People's Play Space pursuant to paragraph 2.4 until the date the transfer is completed to the Management Company
On-site Natural Open Space	a minimum of 0.154ha of natural open space on the Site provided in accordance with this schedule 4
Open Space Scheme	a scheme to be submitted alongside the first Reserved Matters application i. detailing how the On-Site Natural Open Space and the Children's and Young People's Play Space will be laid out constructed phased and delivered and thereafter maintained managed and renewed including provision and timing for grass cutting pruning of trees and shrubs

	and hedges removal of weeds and dead plant material removal of rubbish graffiti debris and litter maintenance of any walls and fences and footpaths and boundaries in good condition replacement of any plants that may have died or are otherwise removed and all other activities and ii. which sets out the detailed technical specification of all the works to be carried out on the On-Site Natural Open Space and the Children's and Young People's Play Space (including a soft landscaping plan and levels) iii. which sets out the estimated maintenance management and renewal costs of the On-Site Natural Open Space and the Children's and Young People's Play Space and details of the ongoing funding and/or endowment of the Management Company to ensure such maintenance management renewal and iv. setting out a mechanism for review by the Council periodically if necessary in consultation with the Management Company and where necessary the amendment of the approved Open Space Scheme if it is deemed necessary to ensure that
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	the On-Site Natural Open Space and the Children's and Young People's Play Space is fit to use for its intended purpose and v. which otherwise complies with the Council's Public Green Spaces and Water Environment Supplementary Planning Document (SPD) adopted July 2012 or such other SPD in force at the time the scheme is submitted to the Council as supersedes the SPD of July 2012 and vi. which scheme is to be approved in writing by the Development Managers pursuant to paragraph 2.1 of this schedule and may be amended as agreed in writing between the Owner and the Council from time to time
SDLT	stamp duty land tax
Transfer Form	a transfer in Form TP1 (or such other Land Registry updated version in use at the time of the relevant transfer) to the Management Company with vacant possession and full title guarantee of the entire freehold title to the Amenity Open Space which i. contains provisions in accordance with the Approved Open Space Scheme ii. is free from any right of pre-emption or option agreement

	iii. is free from any mortgage charge lien or similar encumbrance iv. is free from any lease licence or other third party interest save for any third party interest which the Council have approved in writing acting reasonably v. is made subject to a restrictive covenant which prohibits the use of the relevant land for any purpose other than public recreation and amenity for the non exclusive use of the Development vi. includes all usual and necessary rights of way to and from adopted public highways with or without vehicles and other rights over adjoining land for the benefit of the relevant land to ensure that the Management Company can fulfil its responsibilities vii. reserves in favour of the Owner for the benefit of the Development only any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services viii. declares that boundary structures between the relevant land and the Dwellings which adjoin it shall belong to and be maintained by the owners of those Dwellings ix. is for consideration of One pound (£1) and
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	x. contains covenants for the benefit of the Council that the Management Company will manage renew and maintain the relevant land in accordance with the Approved Open Space Scheme and will use all reasonable endeavours to collect all relevant contributions towards the costs and expenses incurred by it and will not dispose of the relevant land without the prior written consent of the Council unless the whole of the Development shall have been demolished
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2. Owner's Covenants

The Owner covenants with the Council as follows

- 2.1 Not to cause or permit the Commencement of the Development until the Open Space Scheme has been submitted to and approved in writing by the Development Managers (the “**Approved Open Space Scheme**”)
- 2.2 Not to cause or permit the Commencement of Development on the Site until
 - (i) the constitutional documentation for the Management Company and
 - (ii) the details of any legal and/or conveyancing mechanisms necessary to secure that
 - (a) the freehold or leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of a Dwelling on the Site (including their successors in title) will be members of the Management Company and

- (b) the purchaser or lessee and each subsequent freehold or leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of a Dwelling (including their successors in title from time to time) will throughout their ownership thereof be a member of the Management Company with an equal voting right to that of each other and that the registered title for that Dwelling at HM Land Registry will record in an appropriate manner the implementation of such mechanisms and
- (c) the transfer lease or other legal documentation for the Dwelling includes the following direct covenants by the freehold or leasehold (other than a reversionary freehold or leasehold due to an extant lease and /or underlease) owner of a Dwelling with the Management Company
- (1) to become a member of the Management Company and to be bound by the constitution of the Management Company and to abide by any regulations made by it and
 - (2) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring managing repairing maintaining and renewing the On-Site Natural Open Space and the Children's and Young People's Play Space in accordance with the Approved Open Space Scheme and
 - (3) upon any subsequent transfer lease assignment or other disposal of a Dwelling the incoming owner lessee or similar shall enter into direct covenants with the Management Company in the form of paragraphs (1) and (2) above and the disposal cannot be registered unless it secures the continuance of these arrangements and

- (4) in the case of each Dwelling which adjoins any part of the On-Site Natural Open Space or the Children's and Young People's Play Space the transfer lease or other legal documentation declares that the boundary structures between the On-Site Natural Open Space or the Children's and Young People's Play Space and that Dwelling shall belong to and be maintained by the owner or lessee of that Dwelling and

- (iii) details of any rights to be granted in favour of the Management Company over any part of the Site other than the On-Site Natural Open Space and the Children's and Young People's Play Space in order to ensure it can carry out and comply with the ongoing elements of the Approved Open Space Scheme in perpetuity have been submitted to and approved by the Development Managers in writing (and where the relevant details have been submitted to the Development Managers in writing together with up to date official copies and filed plans of the registered titles of the Site and a solicitor's undertaking to pay the relevant costs pursuant to paragraph 2.12 (ii) whether or not the same are approved with or without amendment) then the Council will use reasonable endeavours to respond with approval or required amendments within Twenty (20) Working Days of receipt by the Council by virtue of this obligation provided that the Council shall not be liable in damages by virtue of this obligation and such details may be amended as agreed in writing between the Owner and the Council from time to time

2.3 The Owner covenants with the Council not to Occupy nor to permit the Occupation or disposal of more than Fifty percent (50%) of the Dwellings on the Site

- (i) unless and until it has laid out and provided the approved On-Site Natural Open Space and the Children's and Young People's Play Space on the Site in accordance with the Approved Open Space Scheme and the

Council has issued the Final Certificate and the Owner covenants that the On-Site Natural Open Space and the Children's and Young People's Play Space shall be retained as undeveloped land in perpetuity and always in accordance with the Approved Open Space Scheme

- (ii) unless and until the Management Company has been incorporated at Companies House using the constitutional documentation approved by the Development Managers and evidence of its incorporation and of its officers and members and of its endowment (if required by the Approved Open Space Scheme) and of its assets and liabilities has been submitted to and approved in writing by the Development Managers and
- (iii) otherwise than in accordance with the requirements of the approved Management Company provisions and details and
- (iii) the conveyancing mechanisms approved pursuant to paragraph 2.2 of this schedule have been implemented in respect of that Dwelling

2.4 After the On-Site Natural Open Space and the Children's and Young People's Play Space has been provided laid out and landscaped in accordance with the Approved Open Space Scheme the Owner shall apply to the Council in writing requesting issue of the Final Certificate to the Management Company in respect of the On-Site Natural Open Space and the Children's and Young People's Play Space

2.5 On receipt of the written request referred to in paragraph 2.4 of this schedule the Council shall carry out an inspection of the On-Site Natural Open Space and the Children's and Young People's Play Space within Twenty (20) Working Days of receipt and if after inspection the Council considers that the On-Site Natural Open Space and the Children's and Young People's Play Space has been satisfactorily provided laid out and landscaped in accordance with the Approved Open Space Scheme the Council shall issue the Final Certificate in respect of it within Twenty (20) Working Days of carrying out the inspection to the Management Company

2.6 If after inspection of the On-Site Natural Open Space and the Children's and Young People's Play Space the Council considers that the On-Site Natural Open Space and the Children's and Young People's Play Space has not been provided laid out and landscaped satisfactorily in accordance with the Approved Open Space Scheme the Council shall notify the Owner and the Management Company of the outcome of the inspection within Twenty (20) Working Days of carrying out the inspection and the Owner shall at its own expense rectify any deficiencies and carry out such works or operations as may reasonably be required by the Council to bring the On-Site Natural Open Space and/or the Children's and Young People's Play Space up to the standard required by the Approved Open Space Scheme and the procedures referred to in paragraphs 2.4 and 2.5 of this schedule shall be repeated as often as necessary until a Final Certificate is issued in respect of the On-Site Natural Open Space and/or the Children's and Young People's Play Space

2.7 From the date of the application for the Final Certificate for the On-Site Natural Open Space and the Children's and Young People's Play Space pursuant to paragraph 2.4 the Owner covenants

- (i) to make the On-Site Natural Open Space and the Children's and Young People's Play Space and any facilities on the On-Site Natural Open Space and the Children's and Young People's Play Space available for use by the public as an open amenity or recreation area in accordance with the Approved Open Space Scheme in perpetuity and to allow the public to have unrestricted access at all times to it and
- (ii) not to use or permit the use of the On-Site Natural Open Space and the Children's and Young People's Play Space for any purpose other than as public recreation or amenity areas and
- (iii) to manage and maintain the On-Site Natural Open Space and the Children's and Young People's Play Space during the Maintenance

Period in accordance with the Approved Open Space Scheme including maintenance of all soft and hard landscaping built features lighting drainage and any other features and to make good to the reasonable satisfaction of the Development Managers and the Management Company any damage or defects arising during the Maintenance Period

- 2.8 To continue to perform paragraph 2.7 until both the Final Certificate is issued and the transfer of the On-Site Natural Open Space and the Children's and Young People's Play Space to the Management Company referred to below is completed
- 2.9 To transfer the On-Site Natural Open Space and the Children's and Young People's Play Space to the Management Company as soon as reasonably practicable following the issue of the Final Certificate by the Council and prior to the Occupation of Seventy five per cent (75%) of the Dwellings on the Site
- 2.10 The transfer of the On-Site Natural Open Space and the Children's and Young People's Play Space to the Management Company shall be by Transfer Form
- 2.11 To submit an executed copy of the Transfer Form to the Development Managers within five (5) Working Days of completion of the transfer of the On-Site Natural Open Space and the Children's and Young People's Play Space to the Management Company
- 2.12 To pay to the Council
 - i. all proper costs and disbursements of the Council in connection with the On-Site Natural Open Space and the Children's and Young People's Play Space within Fourteen (14) days of the Council raising an invoice therefor (unless they have already been paid to the Management Company within that period) and

- ii. any SDLT and HM Land Registry fees associated with each Transfer Form and the reasonable legal and other costs and disbursements of the Management Company on execution of each Transfer Form (unless they have already been paid to the Management Company before execution) and
- iii. the reasonable approval or inspection fees (including reasonable and proper legal costs in respect of the consideration negotiation and approval of any legal documentation submitted) incurred by the Council pursuant to this schedule within Fourteen (14) days of the issue of a request to pay from the Council and
- iv. all other reasonable costs and expenses incurred by the Management Company in relation to the provisions of this schedule within Fourteen (14) days of the Management Company raising an invoice therefore (unless they have already been paid to the Management Company within that period)

2.15 not to cause or permit Occupation of more than Seventy Five percent (75%) of the Dwellings on the Site until

- (i) the Final Certificate has been issued to the Management Company in respect of the On-Site Natural Open Space and the Children's and Young People's Play Space and
- (ii) the On-Site Natural Open Space and the Children's and Young People's Play Space has been transferred to the Management Company and
- (iii) a copy of the executed Transfer Form for the transfer of the On-Site Natural Open Space and the Children's and Young People's Play Space to the Management Company has been submitted to the Development Managers

Schedule 5: Community Learning Contribution

PART A

1. Definitions

- 1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Community Learning	the provision of additional equipment and resources for adult education centres and outreach facilities serving the Development
Community Learning Contribution	means the sum calculated by multiplying the number of Dwellings in the Development by £16.42 (Sixteen pounds and forty two pence) towards the capital costs of the Community Learning
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Index-Linked	index-linked in accordance with paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council and undertakes with the County Council as follows

- 2.1. To pay to the Council the Community Learning Contribution Index-Linked in the following instalments

- 2.1.1. 50% of the Community Learning Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and
- 2.1.2. the balance of the Community Learning Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings
- 2.2. Not to Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. Not to Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. The Community Learning Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \div \begin{array}{l} \text{The Index figure for} \\ \text{April 2020 (namely } \\ \text{360.3)} \end{array} \times \begin{array}{l} \text{Community} \\ \text{Learning} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.5. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. The Council's covenants

- 3.1. The Council agrees with the Owner that in the event that
 - 3.1.1. the Community Learning Contribution has been paid in full to the Council and
 - 3.1.2. the Community Learning Contribution is not passed or committed to be passed in full by the Council to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings and

3.1.3. following the expiry of that 10 year period the Council and the County Council have received a written request from the person who made the final instalment of the Community Learning Contribution and

3.1.4. the Council and the County Council have received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Community Learning Contribution which is not committed to be passed to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings to the person who paid the final instalment of the Community Learning Contribution

PART B

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Community Learning	the provision of additional equipment and resources for adult education centres and outreach facilities serving the Development
Community Learning Contribution	means the sum calculated by multiplying the number of Dwellings in the Development by £34.21 (Thirty four pounds and twenty one pence) towards the capital costs of the Community Learning
Index	the 'BCIS All-In Tender Price Index' as published by the Building Cost Information Service on behalf of the

	Royal Institution of Chartered Surveyors or any successor organisation
Index-Linked	index-linked in accordance with paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council and undertakes with the County Council as follows

2.1 To pay to the Council the Community Learning Contribution Index-Linked in the following instalments

2.1.1 50% of the Community Learning Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and

2.1.2 the balance of the Community Learning Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings

2.2 Not to Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

2.3 Not to Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

2.4 The Community Learning Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{The Index figure for} \\ \text{quarter 1 of 2022} \end{array} \right) \times \begin{array}{l} \text{Community} \\ \text{Learning} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.5 In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and

the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3 The Council's covenants

3.1 The Council agrees with the Owner that in the event that

3.1.1 the Community Learning Contribution has been paid in full to the Council
and

3.1.2 the Community Learning Contribution is not passed or committed to be passed in full by the Council to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings
and

3.1.3 following the expiry of that 10 year period the Council and the County Council have received a written request from the person who made the final instalment of the Community Learning Contribution and

3.1.4 the Council and the County Council have received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Community Learning Contribution which is not committed to be passed to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings to the person who paid the final instalment of the Community Learning Contribution

Schedule 6: Health Care Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Health Care	towards the refurbishment reconfiguration and/or extension of existing general practice and other healthcare premises covering the area of the Development or new premises for general practice or healthcare services provided in the community in line with the healthcare infrastructure strategy for the area
Health Care Contribution	means the sum calculated by multiplying (1) the number of 1-bed Dwellings in the Development by £504 (five hundred and four pounds) and (2) the number of 2-bed Dwellings in the Development by £720 (seven hundred and twenty pounds) and (3) the number of 3-bed Dwellings in the Development by £1008 (one thousand and eight pounds) and (4) the number of 4-bed Dwellings in the Development by £1260 (one thousand and two hundred and sixty pounds) and (5) the number of 5-bed or more Dwellings in the Development by £1728 (one thousand seven hundred and twenty eight pounds)
Index	means the All-In Tender Price Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

Index-Linked	index-linked in accordance with paragraph 2.4 of this schedule
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2. Owner's Covenants

The Owner covenants with the Council as follows

2.1. To pay to the Council the Health Care Contribution Index-Linked in the following instalments

2.1.1. Fifty per cent (50%) of the Health Care Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and

2.1.2. the balance of the Health Care Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings

2.2. The Owner will not Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

2.3. The Owner will not Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

2.4. The Health Care Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified} \\ \text{(in this deed is made} \end{array} \right) \div \left(\begin{array}{l} \text{Quarterly index} \\ \text{figure last published} \\ \text{before the date of)} \\ \text{the Decision Letter} \\ \text{allowing the Appeal} \end{array} \right) \times \left(\begin{array}{l} \text{Health Care} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array} \right)$$

2.5. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council considers a comparable index

3. The Council's covenants

3.1. The Council agrees with the Owner that in the event that

3.1.1. the Health Care Contribution has been paid in full to the Council and

3.1.2. the Health Care Contribution is not passed or committed to be passed in full by the Council to the ICB within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings and

3.1.3. following the expiry of that 10 year period the Council and the ICB have received a written request from the person who made the final instalment of the Health Care Contribution and

3.1.4. the Council has received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Health Care Contribution which is not committed to be passed to the ICB within 10 years of the date of Occupation of One hundred per cent (100%) of the Development to the person who paid the final instalment of the Health Care Contribution

Schedule 7: Indoor Sports Contribution

1. Definitions

- 1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Indoor Sports Provision	Quantitative and qualitative improvements towards indoor sport provisions either in the vicinity of the Development or in the wider Ashford borough that will serve the Development
Indoor Sports Contribution	the sum calculated by multiplying the number of Dwellings in the Development by (a) £496.63 (Four hundred and ninety six pounds and sixty three pence) towards the capital costs of sports halls and (b) £87.13 (Eighty seven pounds and thirteen pence) towards the capital costs of 3G pitches together which comprise the Indoor Sports Provision
Index	the BCIS General Building Cost Index as published by Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

Index-Linked	Index-linked in accordance with paragraph 2.3 of this schedule
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2. Owner's Covenants

The Owner covenants with the Council as follows

- 2.1. to pay to the Council the Indoor Sports Contribution Index-Linked prior to the Occupation of Seventy five per cent (75%) of the Dwellings
- 2.2. not to Occupy more than Seventy five per cent (75%) of the Dwellings until the payment referred to in paragraph 2.1. has been made
- 2.3. the Indoor Sports Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 2 of 2024} \end{array} \right) \times \begin{array}{l} \text{Indoor Sports} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.4. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council considers a comparable index

3. Council's covenants

- 3.1. The Council agrees with the Owner that in the event that
 - 3.1.1. the Indoor Sports Contribution has been paid in full to the Council and
 - 3.1.2. that the Indoor Sports Contribution is not expended or committed to be expended in full by the Council within 10 years of the date of the payment of the final instalment of the Indoor Sports Contribution and

3.1.3. following the expiry of that 10 year period the Council has received a written request from the person who made the final instalment of the Indoor Sports Contribution and

3.1.4. the Council has received a written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Indoor Sports Contribution which is not committed to be expended within 10 years of the date of payment of the final instalment of the Indoor Sports Contribution to the person who paid the final instalment of Indoor Sports Contribution

Schedule 8: Libraries Contribution

PART A

1. Definitions

- 1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Libraries	the provision of additional resources equipment and book stock (including reconfiguration of space) at local libraries serving the Development
Libraries Contribution	the sum calculated by multiplying the number of Dwellings in the Development by £55.45 (Fifty five pounds and forty five pence) towards the cost of Libraries
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Index-Linked	index-linked in accordance with paragraph 2.4 of this schedule

2. Owner's covenants

The Owner covenants with the Council and undertakes with the County Council as follows

- 2.1. To pay to the Council the Libraries Contribution Index-Linked in the following instalments

2.1.1. Fifty per cent (50%) of the Libraries Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and

2.1.2. the balance of the Libraries Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings

2.2. Not to Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

2.3. Not to Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

2.4. The Libraries Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{(this deed is made} \end{array} \right) \div \left(\begin{array}{l} \text{The Index figure for} \\ \text{April 2020 (namely } \quad) \\ \text{360.3)} \end{array} \right) \times \left(\begin{array}{l} \text{Libraries} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array} \right)$$

2.5. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. The Council's covenants

3.1. The Council agrees with the Owner that in the event that

3.1.1. the Libraries Contribution has been paid in full to the Council and

3.1.2. the Libraries Contribution is not passed or committed to be passed in full by the Council to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings and

3.1.3. following the expiry of that 10 year period the Council and the County Council have received a written request from the person who made the final instalment of the Libraries Contribution and

3.1.4. the Council and the County Council have received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Libraries Contribution which is not committed to be passed to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings to the person who paid the final instalment of the Libraries Contribution

PART B

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Libraries	the provision of additional resources equipment and book stock (including reconfiguration of space) at local libraries serving the Development
Libraries Contribution	the sum calculated by multiplying the number of Dwellings in the Development by £62.63 (Sixty two pounds and sixty three pence) towards the cost of Libraries
Index	the 'BCIS All-In Tender Price Index' as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

Index-Linked	index-linked in accordance with paragraph 2.4 of this schedule
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2. Owner's covenants

The Owner covenants with the Council and undertakes with the County Council as follows

2.1. To pay to the Council the Libraries Contribution Index-Linked in the following instalments

2.1.1. Fifty per cent (50%) of the Libraries Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and

2.1.2. the balance of the Libraries Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings

2.2. Not to Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

2.3. Not to Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

2.4. The Libraries Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{The Index figure for} \\ \text{quarter 1 2022} \end{array} \right) \times \begin{array}{l} \text{Libraries} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.5. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. The Council's covenants

3.1. The Council agrees with the Owner that in the event that

3.1.1. the Libraries Contribution has been paid in full to the Council and

3.1.2. the Libraries Contribution is not passed or committed to be passed in full by the Council to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings and

3.1.3. following the expiry of that 10 year period the Council and the County Council have received a written request from the person who made the final instalment of the Libraries Contribution and

3.1.4. the Council and the County Council have received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Libraries Contribution which is not committed to be passed to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings to the person who paid the final instalment of the Libraries Contribution

Schedule 9: On-Site Biodiversity Net Gain

1. Definitions

1.1 In this schedule the following words shall have the following meanings in addition to the definitions provided in clause 1 of this deed

Allocation	the allocation of Biodiversity Units that have been secured on the Biodiversity Gain Site Register to a development proposal and which FOR THE AVOIDANCE OF DOUBT shall include the facilitation of such an allocation by way of a sale or transfer of Biodiversity Unit(s) by the Owner to a third party
Biodiversity Enhancements	the outcome of the Habitat Creation and Enhancement Works and which demonstrate a measurable gain of at least Ten percent (10%) above the pre-development biodiversity value of the Site
Biodiversity Gain Plan	a scheme setting out details of the measures that will deliver biodiversity gain on the Site and which shall include as a minimum • full details of the Habitat Creation and Enhancement Works to be carried out their provision and laying out • any improvement works required in order to demonstrate how the Site will provide Biodiversity Units • a suitably scaled plan showing the number and location of all Biodiversity Units to be provided
Biodiversity Gain Site Register	the register of Biodiversity Gain Sites to be established and maintained by Natural England
Biodiversity Metric	the document produced and published by the Secretary of State to quantify impacts on biodiversity that allows a biodiversity loss and/or a biodiversity

	gain affecting different habitats to be compared and ensures the biodiversity enhancement proposed is sufficient to compensate for any residual losses of biodiversity or provide the required biodiversity net gain for the Development
Biodiversity Unit	a unit of biodiversity value as calculated by the Biodiversity Metric and expressed as an Area Habitat Biodiversity Unit (AHBU) Hedgerow Biodiversity Unit (HBU) and / or River Biodiversity Unit (RBU)
Bundling	the sale of a single Habitat Unit representing several different environmental benefits but which does not involve Double Counting as referred to in the Nature Markets Publication
Certificate of Satisfactory Completion (BNG)	a certificate issued by the Council confirming its satisfaction with the Habitat Creation and Enhancement Works carried out on the Site and confirming the completion of the works and that the Habitat Creation and Enhancements Works have been maintained since their completion in line with the Habitat Management and Monitoring Plan
Commencement Notice (BNG)	a written notice to the Council which identifies the intended date of commencement of the Habitat Creation and Enhancement Works and such date shall be no earlier than 4 weeks and no later than 6 weeks after the date of service of the notice
Competent	holding a minimum of Membership of the Chartered Institute of Ecology and Environmental Management or such other body with a professional code of conduct in line with definitions provided by the British Standard on Biodiversity Net Gain (8683: 2021) and any relevant Natural England or DEFRA Guidance
Completion Notice (BNG)	a notice to the Council confirming the completion of the Habitat Creation and Enhancement Works on the

	Site and seeking the Certificate of Satisfactory Completion (BNG)
DEFRA	the Government's Department for Environment Food and Rural Affairs or any successor to its functions
Double Counting	the Allocation of the same Habitat Unit more than once as the basis for duplicated claims of Biodiversity Gain as referred to in the Nature Markets Publication
Force Majeure Event	a circumstance not within the control of the Owner comprising an act of God such as a drought flood or other natural disaster and as a result of which doing or not doing something contrary to the provisions of this deed would risk loss of life or serious injury to any person
Habitat Creation and Enhancement Works	those works set out in the Biodiversity Gain Plan which are required to be carried out in order to create and/or enhance the Site suitable for the provision of Biodiversity Units
Habitat Management and Monitoring Plan	a scheme for the ongoing management and maintenance of the Biodiversity Enhancements which includes details of • a programme for the management and maintenance for not less than Thirty (30) years from the date of completion of the Habitat Creation and Enhancement Works pursuant to the Certificate of Satisfactory Completion (BNG) issued by the Council or completion of the Development, whichever is the later and including the frequency of site visits to be undertaken by the Council • the Owner's continuing ability to cover the full costs of compliance with the requirements of the Habitat Management and Monitoring Plan for the remainder of its duration and

	the methodology and format of Habitat Monitoring Reports to be provided to the Council together with access and inspection arrangements to facilitate such monitoring which plan shall be submitted to the Council alongside the final application for Reserved Matters and approved in writing by the Development Managers and shall include any amendments thereto which are agreed in writing by the Development Managers and the Owner
Habitat Monitoring Report	a written report to be provided in each of years 1, 2, 5, 10, 15, 20, 25 and 30 which sets out - the results of a review of the operation and effectiveness of the Habitat Management and Monitoring Plan since the previous Habitat Monitoring Report or (if none) the issue of the Certificate of Satisfactory Completion (BNG) - any remedies or measures that are required to be implemented to meet the requirements of the Habitat Management and Monitoring Plan - all ecological records from the Site since the previous Habitat Monitoring Report or (if none) the issue of the Certificate of Satisfactory Completion (BNG) - an annual financial update report detailing income and expenditure incurred in respect of the Biodiversity Enhancements - confirmation that the Habitat Site Manager keeps separate accurate and up-to-date accounts and records of the receipt of any income and the project expenditure in relation to the Biodiversity Enhancements funding and retains all invoices receipts and accounts and

	any other relevant documents relating to the expenditure on the Biodiversity Enhancements as required by this deed for a period of at least Seven (7) years following the receipt of any income or the carrying out of any expenditure to which they relate confirmation that in the accounts the Habitat Site Manager shows the income and expenditure relating to the Biodiversity Enhancements as a restricted fund and does not include such income and expenditure in its general funds
Habitat Site Manager	an organisation company or individual appointed or to be appointed by the Owner in respect of the Biodiversity Enhancements on the Site who will have responsibility for the implementation management and maintenance of the Habitat Management and Monitoring Plan and the provision of Habitat Monitoring Reports to the Council
Habitat Unit or Area Habitat Biodiversity Unit (AHBU)	a Biodiversity Unit that relates to area habitats (which may include woodland grassland wetland coastal intertidal or other habitat types) as defined by the published Biodiversity Metric user guide
Hedgerow Unit or Hedgerow Biodiversity Unit (HBU)	a Biodiversity Unit that relates to 'hedgerows and lines of trees' linear habitats as defined by the published Biodiversity Metric user guide
Index	the Retail Prices Index All Items as published by the Office for National Statistics or any other successor organisation
Index-Linked	index-linked in accordance with the terms of the relevant schedule and the specified index
Legal Additionality Test	the requirement that a Habitat Unit is not provided to meet an existing regulatory obligation on the part of

	the Owner as referred to in the Nature Markets Publication
Management Plan Monitoring Fee	the sum of One thousand pounds (£1,000.00) Index-Linked calculated in accordance with the Habitat Management and Monitoring Report and payable by the Owner to the Council as a contribution towards the Council's costs of monitoring compliance with and funding for the Habitat Management and Monitoring Plan and reviewing Habitat Monitoring Reports
Natural England	the body of that name established by section 1 of the Natural Environment and Rural Communities Act 2006 of County Hall Spetchley Road Worcester WR5 2NP or any successor organisation
Nature Markets Publication	the publication entitled "Nature markets: A framework for scaling up private investment in nature recovery and sustainable farming" published by the Government in March 2023 or any successor document as may be published by the Government
River Biodiversity Unit (RBU)	a biodiversity unit that relates to rivers and streams as defined by the published Biodiversity Metric user guide
Site Visit Fee	the sum of £340.00 (Three hundred and forty pounds) calculated in accordance with the Habitat Management and Monitoring Report and payable to the Council as a contribution towards the Council's costs of carrying out a site visit to assess the Habitat Creation and Enhancement Works
Stacking	the use of different credits or units for different ecosystem services for the same piece of land to achieve multiple environmental outcomes but which does not involve Double Counting

2. Owner's Covenants

The Owner covenants with the Council as follows

General Obligations

- 2.1. not to encumber or otherwise deal with their interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations covenants and undertakings imposed by this schedule are rendered impossible to carry out
- 2.2. that no part of the Site that is to provide Biodiversity Enhancements is subject to any constraints including but not limited to easements restrictive covenants planning conditions hydrology flooding archaeology and/or contamination which would be reasonably capable of affecting its suitability for the Biodiversity Enhancements and for the Habitat Creation and Enhancement Works and the implementation of the Habitat Management and Monitoring Plan in order to achieve the target biodiversity gain which have not been disclosed in writing to the Council prior to the completion of this deed

Notices and Monitoring Fees

- 2.3. To serve on the Council the Commencement Notice (BNG) prior to commencement of the Habitat Creation and Enhancement Works and not to commence the Habitat Creation and Enhancement Works before the Commencement Notice (BNG) is served on the Council and the date specified in the Commencement Notice (BNG) has arrived unless otherwise agreed in writing by the Council
- 2.4. To pay the first Management Plan Monitoring Fee Index-Linked to the Council in upon the issue of the Certificate of Satisfactory Completion (BNG) and thereafter further instalments of the Management Plan Monitoring Fee Index-Linked on every date on which a Habitat Monitoring Report or any other report is required to be submitted to the Council (whether or not such report is submitted on time)
- 2.5. To pay a Site Visit Fee Index-Linked to the Council in each year identified in the Habitat Management and Monitoring Plan as requiring a site visit such fee to be

paid at the same time as the Management Plan Monitoring Fee payable pursuant to paragraph 2.4

- 2.6. The Management Plan Monitoring Fee and the Site Visit Fee due and payable in paragraphs 2.4 and 2.5 shall be increased using the following formula

$$\left(\begin{array}{l} \text{The most recently} \\ \text{published index figure for} \\ \text{the Index when the} \\ \text{payment is due} \end{array} + \begin{array}{l} \text{The published index} \\ \text{figure for Q1 2025} \end{array} \right) \times \begin{array}{l} \text{Management Plan} \\ \text{Monitoring Fee or Site} \\ \text{Visit Fee} \end{array}$$

- 2.7 In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council considers a comparable index

Delivery of the Habitat Enhancements

- 2.8. To appoint a Habitat Site Manager who is Competent and whose experience and qualifications it shall have previously provided in writing to the Council and thereafter to retain a Habitat Site Manager who is Competent throughout the duration of this agreement having notified any changes to their identity or contact details to the Council in writing within Twenty eight (28) Working Days of any such change taking place
- 2.9. To carry out and complete the Habitat Creation and Enhancement Works in accordance with the Biodiversity Gain Plan by no later than the date specified in the Biodiversity Gain Plan
- 2.10. Upon completion of the Habitat Creation and Enhancement Works to issue the Notice of Completion (BNG) to the Council duly signed by the Owner and the Habitat Site Manager
- 2.11. Following the issue of the Certificate of Satisfactory Completion (BNG) or the completion of the Development (whichever is the later) and for a period of no less

than Thirty (30) years from the date of issue of the Certificate of Satisfactory Completion (BNG) or the completion of the Development (whichever is the later) to manage maintain repair renew and/or replace and to monitor the Biodiversity Enhancements in accordance with the Habitat Management and Monitoring Plan and for no other activity or use on the Site that is inconsistent with the requirements of the Habitat Management and Monitoring Plan

2.12. Not to

2.12.1. create or cause or permit any additional encumbrance to the registered title to the Site or

2.12.2. execute renew or extend (nor cause or permit the execution renewal or extension of) any lien license or similar interest in that part of the Site on which the Biodiversity Enhancements have been provided or are to be delivered

that may reasonably affect the maintenance repair renewal and/or replacement of the Biodiversity Enhancements on the Site in accordance with the Habitat Management and Monitoring Plan without the prior written consent of the Council

2.13 To allow access to the Site on reasonable notice and at reasonable times to persons duly authorised by the Council for the purposes of monitoring progress and completion of the delivery of the Habitat Creation and Enhancement Works and compliance with the Habitat Management and Monitoring Plan and this deed subject to appropriate health and safety measures if livestock are on the Site

3. Habitat Monitoring Reports

The Owner covenants with the Council as follows

3.1 To serve upon the Council Habitat Monitoring Reports on the anniversary date of the issue of the Certificate of Satisfactory Completion at the reporting frequency agreed by the Council as set out in the Habitat Management and

Monitoring Plan and to serve on the Council any further reports as may be specified in the Habitat Management and Monitoring Plan or agreed in writing with the Council

- 3.2 If the Council is of the view that a Habitat Monitoring Report indicates that the Habitat Management and Monitoring Plan is not being complied with and gives the Owner a notice to that effect ("**a Defects Notice**") setting out its reasons for holding such opinion and specifying remedial measures and the timescale(s) for their completion that are designed to ensure the aims of the Habitat Management and Monitoring Plan are met as soon as reasonably practicable then the Owner shall implement the specified remedial measures to the reasonable satisfaction of the Council within the timescale(s) specified by the Council
- 3.3 On the service of any Defects Notice or any other notice by the Council that the Habitat Management and Monitoring Plan has not been or is not being delivered in accordance with the terms of this schedule
 - 3.3.1 to rectify any deficiencies and carry out such works or operations specified in the relevant notice as may reasonably be required by the Council within such timescale as the Council shall reasonably specify in the relevant notice and
 - 3.3.2 where a Defects Notice or any other notice has been served to provide written and photographic evidence to the Council that the matters identified in the notice have been satisfactorily addressed within the specified timescale
- 3.4 In the event a Force Majeure event results in the loss or impairment of a Biodiversity Unit on the Site and the Council serves a notice on the Owner to enter into dialogue with the Council in respect of potential measures that could be undertaken to secure a replacement Biodiversity Unit or such other compensation for the loss or impairment then to enter into such dialogue and thereafter to provide such replacement Biodiversity Unit or other compensation in accordance with such amendment to the Biodiversity Gain Plan as may be agreed between the Owner and the Council in accordance with the terms in this

schedule and thereafter to manage maintain repair renew and/or replace and monitor the Biodiversity Enhancements in accordance with this Schedule for the remainder of the lifetime of the Habitat Management and Monitoring Plan or such longer timescale as is agreed between the Owner and the Council

- 3.5 To pay to the Council within Twenty (20) Working Days of written demand any reasonable and proper costs incurred by the Council in the event that it instructs an expert or any other body in connection with the use of the Site or the carrying out of the Habitat Creation and Enhancement Works and/or the inspection of the Site for the purpose of issuing the Certificate of Satisfactory Completion (BNG) or any Defects Notice or in respect of any Habitat Monitoring Report under paragraphs 2.11 2.13 and 3.2

4. Sale or Transfer of Excess Biodiversity Units

- 4.1. Where the Owner provides Biodiversity Enhancements on the Site that generate in excess of Ten percent (10%) biodiversity net gain compared to the pre-development biodiversity value of the Site the Owner may Allocate the excess Biodiversity Units where the requirements and obligations in this schedule are met BUT FOR THE AVOIDANCE OF DOUBT the Owner shall ensure that sufficient Biodiversity Units to demonstrate a minimum of Ten percent (10%) biodiversity net gain compared to the pre-development value of the Site shall be retained to meet the statutory requirements for biodiversity net gain for the Development and those Biodiversity Units shall not be Allocated
- 4.2. Prior to the Allocation of any Biodiversity Unit pursuant to paragraph 4.1 above the Owner shall apply to Natural England to register the Site on the Biodiversity Gain Site Register and provide to the Council a copy of the confirmation of the registration from Natural England once received
- 4.3. In the event that any Biodiversity Units provided on the Site are to be Allocated pursuant to paragraph 4.1 above the Owner shall ensure that in accordance with government guidance all Biodiversity Units Allocated or available for Allocation

on the Site shall at all times meet the Legal Additionality Test and that there is no Double Counting of any Biodiversity Unit PROVIDED THAT FOR THE AVOIDANCE OF DOUBT Bundling or Stacking of environmental credits or units will be permitted

4.4. In the event that any Biodiversity Units provided on the Site are to be Allocated pursuant to paragraph 4.1 above not to cause or permit the Allocation of any Biodiversity Unit until it has appointed a Habitat Site Manager in accordance with paragraph 2.5 above and the Habitat Site Manager has issued the Notice of Completion (BNG) and the Council has issued the Certificate of Satisfactory Completion (BNG) in respect of the Habitat Creation and Enhancement Works

4.5 The Owner covenants with the Council that it shall provide the Council with written notice of the submission of any application to

4.5.1 amend

4.5.2 withdraw or

4.5.3 remove

any registration of this deed the Site or any Allocation on the Biodiversity Gain Site Register within Ten (10) Working Days of the said application being made

4.6 The Owner will provide the Council with a copy of any written notice of any decision made by Natural England in relation to any application made to

4.6.1 amend

4.6.2 withdraw

4.6.3 remove or

4.6.4 add

any registration of this deed the Site or any Allocation on the Biodiversity Gain Site Register within Ten (10) Working Days of such decision being made

Schedule 10: Outdoor Sports Contribution

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Outdoor Sports Provision	qualitative and/or quantitative improvements to outdoor sports provision within the civil parish of Bethersden or in a neighbouring civil parish
Outdoor Sports Contribution	the sum calculated by multiplying the number of Dwellings in the Development by (1) £975.22 (nine hundred and seventy five pounds and twenty two pence) towards the capital costs of the Outdoor Sports Provision and (2) £535.00 (Five hundred and thirty five pounds) towards the maintenance thereof
Index	the BCIS General Building Cost Index as published by Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation

Index-Linked	Index-linked in accordance with paragraph 2.3 of this schedule
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2. Owner's Covenants

The Owner covenants with the Council as follows

- 2.1. to pay to the Council the Outdoor Sports Contribution Index-Linked prior to the Occupation of Seventy five per cent (75%) of the Dwellings
- 2.2. not to Occupy more than Seventy five per cent (75%) of the Dwellings until the payment referred to in paragraph 2.1. has been made
- 2.3. the Outdoor Sports Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{quarter 2 of 2024} \end{array} \right) \times \begin{array}{l} \text{Outdoor} \\ \text{Sports} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.4. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council considers a comparable index

3. Council's covenants

- 3.1. The Council agrees with the Owner that in the event that
 - 3.1.1. the Outdoor Sports Contribution has been paid in full to the Council and
 - 3.1.2. that the Outdoor Sports Contribution is not expended or committed to be expended in full by the Council within 10 years of the date of the payment of the final instalment of the Outdoor Sports Contribution and

3.1.3. following the expiry of that 10 year period the Council has received a written request from the person who made the final instalment of the Outdoor Sports Contribution and

3.1.4. the Council has received a written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Outdoor Sports Contribution which is not committed to be expended within 10 years of the date of payment of the final instalment of the Outdoor Sports Contribution to the person who paid the final instalment of Outdoor Sports Contribution

Schedule 11: Primary School Contribution

PART A

1. Definitions

- 1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Commissioning Plan for Education Provision in Kent	means the County Council's five year rolling plan for education provision across all types and phases of education and titled Commissioning Plan for Education Provision in Kent 2025-2029 (and as updated annually) and any successor document replacing, amending or updating such plan
Flat	a Dwelling which is a flat maisonette or apartment to be constructed pursuant to the Planning Permission (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Flats" shall be construed accordingly
House	a Dwelling to be constructed pursuant to the Planning Permission which is not a Flat (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Houses" shall be construed accordingly
Primary School Provision	the provision of additional places in local primary schools in the planning group (Ashford Rural west) or neighbouring

	planning group of Charing (such planning groups as set out in the Commissioning Plan for Education Provision in Kent) to accommodate growth in pupil numbers from the Development
Primary School Contribution	the sum calculated towards the capital cost of the Primary School Provision by multiplying (1) the number of Flats in the Development by £831.00 (eight hundred and thirty one pounds) and (2) the number of Houses in the Development by £3324.00 (three thousand three hundred and twenty four pounds)
Small Dwelling	any one-bed Dwelling of less than 56 square metres gross internal area
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Index-Linked	Index-linked in accordance with paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council and undertakes with the County Council as follows

2.1. To pay to the Council the Primary School Contribution Index-Linked in the following instalments

2.1.1. Fifty per cent (50%) of the Primary School Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and

2.1.2. the balance of the Primary School Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings

2.2. Not to Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

2.3. Not to Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

2.4. The Primary School Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be increased by an amount equivalent to the increase in the Index from the date of this deed until the date on which such sum is paid using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{(this deed is made} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{October 2016)} \\ \text{(namely 328.3)} \end{array} \times \begin{array}{l} \text{Primary School} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

2.5. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. Council's covenants

3.1. The Council agrees with the Owner that in the event that

3.1.1. the Primary School Contribution has been paid in full to the Council and

3.1.2. the Primary School Contribution is not passed or committed to be passed in full by the Council to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings and

3.1.3. following the expiry of that 10 year period the Council and the County Council have received a written request from the person who made the final instalment of the Primary School Contribution and

3.1.4. the Council and the County Council have received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Primary School Contribution which is not committed to be passed to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings to the person who paid the final instalment of the Primary School Contribution

PART B

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Flat	a Dwelling which is a flat maisonette or apartment to be constructed pursuant to the Planning Permission (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Flats" shall be construed accordingly
Commissioning Plan for Education Provision in Kent	means the County Council's five year rolling plan for education provision across all types and phases of education and titled Commissioning Plan for Education Provision in Kent 2025-2029

	(and as updated annually) and any successor document replacing, amending or updating such plan
House	a Dwelling to be constructed pursuant to the Planning Permission which is not a Flat (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Houses" shall be construed accordingly
Primary School Provision	the provision of additional places in local primary schools in the planning group (Ashford Rural west) or neighbouring planning group of Charing (such planning groups as set out in the County Council's Commissioning Plan for Education Provision in Kent) to accommodate growth in pupil numbers from the Development
Primary School Contribution	the sum calculated towards the capital cost of the Primary School Provision by multiplying (1) the number of Flats in the Development by £1,353.18 (One thousand three hundred and fifty three pounds and eighteen pence) and (2) the number of Houses in the Development by £5,412.74 (Five thousand four hundred and twelve pounds and seventy four pence)

Small Dwelling	any one-bed Dwelling of less than 56 square metres gross internal area
Index	the 'BCIS All-In Tender Price Index' as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Index-Linked	Index-linked in accordance with paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council and undertakes with the County Council as follows

- 2.1. To pay to the Council the Primary School Contribution Index-Linked in the following instalments
 - 2.1.1. Fifty per cent (50%) of the Primary School Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and
 - 2.1.2. the balance of the Primary School Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings
- 2.2. Not to Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made
- 2.3. Not to Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. The Primary School Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be increased by an amount equivalent to the increase in the Index from the date of this deed until the date on which such sum is paid using the following formula

The figure for the Index last published before the date on which the payment specified in (this deed is made) $\div$ Index figure for quarter 1 of 2022) $\times$ Primary School Contribution (or portion as appropriate)

- 2.5. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. Council's covenants

- 3.1. The Council agrees with the Owner that in the event that

3.1.1. the Primary School Contribution has been paid in full to the Council and

3.1.2. the Primary School Contribution is not passed or committed to be passed in full by the Council to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings and

3.1.3. following the expiry of that 10 year period the Council and the County Council have received a written request from the person who made the final instalment of the Primary School Contribution and

3.1.4. the Council and the County Council have received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Primary School Contribution which is not committed to be passed to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings to the person who paid the final instalment of the Primary School Contribution

Schedule 12: Secondary School Contribution

PART A

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Flat	a Dwelling which is a flat maisonette or apartment to be constructed pursuant to the Planning Permission (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Flats" shall be construed accordingly
House	a Dwelling to be constructed pursuant to the Planning Permission which is not a Flat (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Houses" shall be construed accordingly
Secondary School Provision	the provision of additional places in secondary schools in the borough of Ashford to accommodate growth in pupil numbers from the Development
Secondary School Contribution	the sum calculated towards the Secondary School by multiplying (1) the number of Flats in the Development by £1029.00 (one thousand and twenty nine pounds) and

	(2) the number of Houses in the Development by £4115.00 (four thousand one hundred and fifteen pounds)
Small Dwelling	any one-bed dwelling of less than 56square metres gross internal area
Index	the General Building Cost Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Index-Linked	Index-linked in accordance with paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council and undertakes with the County Council as follows

2.1. To pay to the Council the Secondary School Contribution Index-Linked in the following instalments

2.1.1. Fifty per cent (50%) of the Secondary School Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and

2.1.2. the balance of the Secondary School Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings

2.2. Not to Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

2.3. Not to Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

- 2.4. The Secondary School Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{October 2016} \\ \text{(namely 328.3)} \end{array} \times \begin{array}{l} \text{Secondary} \\ \text{School} \\ \text{Contribution} \\ \text{(or portion of} \\ \text{as appropriate)} \end{array}$$

- 2.5. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. Council's covenants

- 3.1. The Council agrees with the Owner that in the event that
- 3.1.1. the Secondary School Contribution has been paid in full to the Council and
 - 3.1.2. the Secondary School Contribution is not passed or committed to be passed in full by the Council to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings and
 - 3.1.3. following the expiry of that 10 year period the Council and the County Council have received a written request from the person who made the final instalment of the Secondary School Contribution and
 - 3.1.4. the Council and the County Council have received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Secondary School Contribution which is not committed to be passed to the County Council within 10 years of the date

of Occupation of One hundred per cent (100%) of the Dwellings to the person who paid the final instalment of the Secondary School Contribution

PART B

1. Definitions

1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Flat	a Dwelling which is a flat maisonette or apartment to be constructed pursuant to the Planning Permission (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Flats" shall be construed accordingly
House	a Dwelling to be constructed pursuant to the Planning Permission which is not a Flat (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Houses" shall be construed accordingly
Secondary School Provision	the provision of additional places in secondary schools in the borough of Ashford to accommodate growth in pupil numbers from the Development
Secondary School Contribution	the sum calculated towards the Secondary School by multiplying (1) the number of Flats in the Development by £1,332.32 (one thousand three hundred and thirty

	two pounds and thirty two pence) and (2) the number of Houses in the Development by £5,329.27 (five thousand three hundred and twenty nine pounds and twenty seven pence)
Small Dwelling	any one-bed dwelling of less than 56square metres gross internal area
Index	the 'BCIS All-In Tender Price Index' as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Index-Linked	Index-linked in accordance with paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council and undertakes with the County Council as follows

- 2.1. To pay to the Council the Secondary School Contribution Index-Linked in the following instalments
 - 2.1.1. Fifty per cent (50%) of the Secondary School Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and
 - 2.1.2. the balance of the Secondary School Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings
- 2.2. Not to Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

- 2.3. Not to Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made
- 2.4. The Secondary School Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 1 of 2022} \end{array} \right) \times \begin{array}{l} \text{Secondary} \\ \text{School} \\ \text{Contribution} \\ \text{(or portion of} \\ \text{as appropriate)} \end{array}$$

- 2.5. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. Council's covenants

- 3.1. The Council agrees with the Owner that in the event that
- 3.1.1. the Secondary School Contribution has been paid in full to the Council and
 - 3.1.2. the Secondary School Contribution is not passed or committed to be passed in full by the Council to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings and
 - 3.1.3. following the expiry of that 10 year period the Council and the County Council have received a written request from the person who made the final instalment of the Secondary School Contribution and
 - 3.1.4. the Council and the County Council have received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Secondary School Contribution which is not committed to be passed to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings to the person who paid the final instalment of the Secondary School Contribution

Schedule 13: Self and Custom Build Housing

1. In this schedule the following words shall have the following meaning in addition to the definitions in clause 1 of this deed

Design Brief	an assessment of the design parameters within which a self or custom build property will need to adhere to on each Serviced Plot taking into account the form and scale of development proposed as part of the wider application
Marketing Strategy	means the marketing strategy related to the Serviced Plots including (a) the location of the Serviced Plots (b) the timing of when the Serviced Plots will be available for purchase (c) the design parameters which apply to each Serviced Plot as stipulated in the Design Brief (d) evidence that the Serviced Plots will be available for purchase at a reasonable cost to encourage the delivery of Self-Build and Custom Build dwellings (e) the broad terms of sale for the Serviced Plots which shall include contractual provisions that the electricity gas telecommunications water and waste water infrastructure and connections for the provision of the Serviced Plots are provided prior to legal completion of each Serviced Plot with suitable guidance to potential purchasers and an indication as to

	what arrangements will be needed between the parties to ensure the timely transfer of the Serviced Plots (f) the methodology to support the proposed marketing strategy for the Serviced Plots including the publications websites or spaces that will be used to advertise the Serviced Plots (g) evidence of soft testing of the marketing strategy for the Serviced Plots (h) an indication of the actions to be undertaken should suitable marketing demonstrate that some or all of the Serviced Plots are not subsequently required for Self Build and Custom Build Housing
Self-Build & Custom Build Housebuilding	building by an individual or association of individuals or persons working with or for individuals or associations of individuals to build or complete houses to be occupied as homes by those individuals and “ Self-Build & Custom Build House Builder ” shall be construed accordingly
Serviced Plot	a plot with direct access to the public highway and which on the date of legal completion of the sale of the said plot to the Self-Build & Custom Build House Builder will also have electricity gas telecommunications water and waste water infrastructure connections suitable for Self-Build & Custom Build Housebuilding
Serviced Plots	Two (2) Serviced Plots on Site

2. the Owner covenants with the Council as follows
- 2.1 alongside the submission of the first Reserved Matters application for the Site to submit to the Council for approval the details of the proposed Serviced Plots the Design Brief and the Marketing Strategy
 - 2.2 not to Commence Development on the Site unless and until the Owner has obtained the Council's approval in writing for the proposed Serviced Plots the Design Brief and the Marketing Strategy
 - 2.3 to mark out each of the Serviced Plots within Fourteen (14) days of the approval under paragraph 2.2 and thereafter keep the Serviced Plots free from any development whether temporary or permanent and not to place park or store any vehicles or things on any Serviced Plot during the Marketing Period referred to in paragraph 2.4 provided that this paragraph shall not prevent the laying of service media within the Serviced Plots where necessary to serve the Serviced Plots
 - 2.4 to actively market the Serviced Plots for no fewer than Twelve (12) calendar months from approval of the Marketing Strategy (the "**Marketing Period**") at the Owner's own cost
 - 2.5 to submit written details of the marketing exercise undertaken under paragraph 2.4 of this schedule and such other evidence as reasonably required by the Council at the end of the marketing exercise under paragraph 2.4 of this schedule within Ten (10) Working Days of a written request by the Council
 - 2.6 to procure that the Serviced Plots are disposed to a Self-build & Custom Housebuilder no later than Three (3) months prior to the anticipated date of Occupation of the last Open Market Dwelling

PROVIDED THAT if the Owner provides evidence pursuant to paragraph 2.5 to the Council's reasonable satisfaction that paragraph 2.4 has been complied

with and despite the Owner using reasonable endeavours to exchange contracts for the sale of all of the Serviced Plots contracts have not been exchanged for the sale of one or more of the Serviced Plots (**“Unsold Serviced Plots”**) by Six (6) months after the expiry of the relevant Marketing Period this Schedule shall cease to apply and shall determine absolutely in respect of the Unsold Service Plots and the Owner shall be entitled to develop and sell the Unsold Serviced Plots as open market housing and shall not be required to provide the Unsold Serviced Plots for Self-Build & Custom Build Housebuilding

Schedule 14: Strategic Parks Contribution

1. Definitions

- 1.1 In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Strategic Parks	towards quantitative and qualitative improvements at the strategic parks within the 'The Local Plan Hubs' identified in the Local Plan 2030
Strategic Parks Contribution	the sum calculated by multiplying the number of Dwellings in the Development by (1) £146.00 (one hundred and forty six pounds) towards Strategic Parks and (2) £47.00 (forty seven pounds) towards the maintenance thereof
Index	the General Building Costs Index as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Index-Linked	index-linked in accordance with paragraph 2.3 of this schedule

2. Owner's Covenants

The Owner covenants with the Council as follows

- 2.1. To pay to the Council the Strategic Parks Contribution prior to the Occupation of Seventy five per cent (75%) of the Dwellings
- 2.2. not to Occupy more than Seventy five per cent (75%) of the Dwellings until the payment referred to in paragraph 2.1. has been made

- 2.3. The Strategic Parks Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be Index-Linked using the following formula

$$\left(\begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} + \begin{array}{l} \text{Index figure for} \\ \text{quarter 3 of 2012} \\ \text{(namely 225)} \end{array} \right) \times \begin{array}{l} \text{Strategic} \\ \text{Parks} \\ \text{Contribution} \\ \text{(or portion as} \\ \text{appropriate)} \end{array}$$

- 2.4. In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council considers a comparable index

3. Council's covenants

- 3.1. The Council agrees with the Owner that in the event that

- 3.1.1. Strategic Parks Contribution has been paid in full to the Council and
- 3.1.2. that the Strategic Parks Contribution is not expended or committed to be expended in full by the Council within 10 years of the date of the payment of the final instalment of the Strategic Parks Contribution and
- 3.1.3. following the expiry of that 10 year period the Council has received a written request from the person who made the final instalment of the Strategic Parks Contribution and
- 3.1.4. the Council has received a written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Strategic Parks Contribution which is not committed to be expended within 10 years of the date of payment of the final instalment of the Strategic Parks Contribution to the person who paid the final instalment of Strategic Parks Contribution

Schedule 15: Special Educational Needs and Disabilities (SEND) Contribution

1. Definitions

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Flat	a Dwelling which is a flat maisonette or apartment to be constructed pursuant to the Planning Permission (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Flats" shall be construed accordingly
House	a Dwelling to be constructed pursuant to the Planning Permission which is not a Flat (irrespective of any non-compliance with a condition) and excludes a Small Dwelling and "Houses" shall be construed accordingly
SEND	special educational needs and disabilities
SEND Build Contribution	the sum calculated by multiplying (1) the number of Flats in the Development by £139.96 (One Hundred and Thirty-Nine Pounds and Ninety-Six Pence) and (2) the number of Houses in the Development by £559.83 (Five Hundred and Fifty-Nine Pounds and Eighty-Three Pence) and to be used towards a new SEND school and/or specialist resource provision within the Ashford district.
Small Dwelling	one-bed dwelling of less than 56 square metres gross internal area

Index	the 'BCIS All-In Tender Price Index' as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Index-Linked	Index-linked in accordance with paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council and undertakes to the County Council as follows

2.1 To pay to the Council the SEND Build Contribution Index-Linked in the following instalments

2.1.1 Fifty per cent (50%) of the SEND Build Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and

2.1.2 the balance of the SEND Build Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings

2.2 Not to Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

2.3 Not to Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

INDEXATION

2.4 The SEND Build Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be index-linked using the following formula

The figure for the Index last published before the date on (which the payment specified in this deed is paid

$$\frac{\text{Index figure for quarter 1) 2022}}{\text{SEND Build Contribution (or portion of as appropriate)}} \times$$

2.5 In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. Council's covenants

3.1 The Council agrees with the Owner that in the event that

3.1.1 the SEND Build Contribution has been paid in full to the Council and

3.1.2 the SEND Build Contribution is not passed or committed to be passed in full by the Council to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings and

3.1.3 following the expiry of that 10 year period the Council and the County Council have received a written request from the person who made the final instalment of the SEND Build Contribution and

3.1.4 the Council and the County Council have received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the SEND Build Contribution which is not committed to be passed to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings to the person who paid the final instalment of the SEND Build Contribution

Schedule 16: Integrated Children's Services

1. Definitions

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Integrated Children's Services	additional resources for integrated children's services to enable expansion of capacity within the hubs and provision of outreach work in the vicinity of the Development
Integrated Children's Services Contribution	the sum of £74.05 (Seventy-Four Pounds and Five Pence) per Dwelling (excluding any Small Dwellings) Index-Linked towards Integrated Children's Services
Index	the 'BCIS All-In Tender Price Index' as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Index-Linked	index-linked in accordance with this paragraph 2.4 of this schedule
Small Dwelling	a one-bed dwelling of less than 56 square metres gross internal area constructed on the Site pursuant to the Planning Permission and 'Small Dwellings' shall be construed accordingly

2. Owner's Covenants

The Owner covenants with the Council and undertakes to the County Council as follows

2.1 To pay to the Council the Integrated Children's Services Contribution Index-Linked in the following instalments

2.1.1 Fifty per cent (50%) of the Integrated Children's Services Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and

2.1.2 the balance of the Integrated Children's Services Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings

2.2 Not to Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

2.3 Not to Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

INDEXATION

2.4 The Integrated Children's Services Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be index-linked using the following formula

The figure for the Index
last published before Index figure Integrated Children's Services
the date on which the ÷ for quarter 1) × Contribution (or portion of as
(payment specified in 2022 appropriate)
this deed is paid

2.5 In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. Council's covenants

3.1 The Council agrees with the Owner that in the event that

3.1.1 the Integrated Children's Services Contribution has been paid in full to the Council and

3.1.2 the Integrated Children's Services Contribution is not passed or committed to be passed in full by the Council to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings and

3.1.3 following the expiry of that 10 year period the Council and the County Council have received a written request from the person who made the final instalment of the Integrated Children's Services Contribution and

3.1.4 the Council and the County Council have received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Integrated Children's Services Contribution which is not committed to be passed to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings to the person who paid the final instalment of the Integrated Children's Services Contribution

Schedule 17: Waste Contribution

1. Definitions

In this schedule the following words shall have the following meaning in addition to the definitions provided in clause 1 of this deed

Waste Contribution	the sum of £142.13 (One Hundred and Forty-Two Pounds and Thirteen Pence) per Dwelling towards additional capacity through the provision of a new waste transfer station within the Folkestone and Hythe District (serving the Development)
Index	the 'BCIS All-In Tender Price Index' as published by the Building Cost Information Service on behalf of the Royal Institution of Chartered Surveyors or any successor organisation
Index-Linked	index-linked in accordance with this paragraph 2.4 of this schedule

2. Owner's Covenants

The Owner covenants with the Council and undertakes to the County Council as follows

2.1 To pay to the Council the Waste Contribution Index-Linked in the following instalments

2.1.1 Fifty per cent (50%) of the Waste Contribution prior to the Occupation of Twenty five per cent (25%) of the Dwellings and

2.1.2 the balance of the Waste Contribution prior to the Occupation of Fifty per cent (50%) of the Dwellings

2.2 Not to Occupy more than Twenty five per cent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been made

- 2.3 Not to Occupy more than Fifty per cent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been made

INDEXATION

- 2.4 The Waste Contribution (or portion of such contribution as appropriate) which is payable in accordance with paragraph 2.1 shall be index-linked using the following formula

$$\frac{\text{The figure for the Index last published before the date on which the payment is paid}}{\text{Index figure for quarter 1 2022}} \times \text{Waste Contribution (or portion of as appropriate)}$$

- 2.5 In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index

3. Council's covenants

- 3.1 The Council agrees with the Owner that in the event that

3.1.1 the Waste Contribution has been paid in full to the Council and

3.1.2 the Waste Contribution is not passed or committed to be passed in full by the Council to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings and

3.1.3 following the expiry of that 10 year period the Council and the County Council have received a written request from the person who made the final instalment of the Waste Contribution and

3.1.4 the Council and the County Council have received written notification from the Owner of the date of Occupation of One hundred per cent (100%) of the Dwellings

the Council will pay the balance of the Waste Contribution which is not committed to be passed to the County Council within 10 years of the date of Occupation of One hundred per cent (100%) of the Dwellings to the person who paid the final instalment of the Waste Contribution

IN WITNESS whereof the parties hereto have executed this deed as a deed and delivered it the day and year first before written

The **COMMON SEAL** of
ASHFORD BOROUGH
COUNCIL
was affixed to this Deed
in the presence of:-

)
)
)
)





Solicitor, Legal and Democracy

Executed as a Deed by **SHEPHERD**
NEAME LIMITED
acting by a director *G.H.A. BARNES*



Director

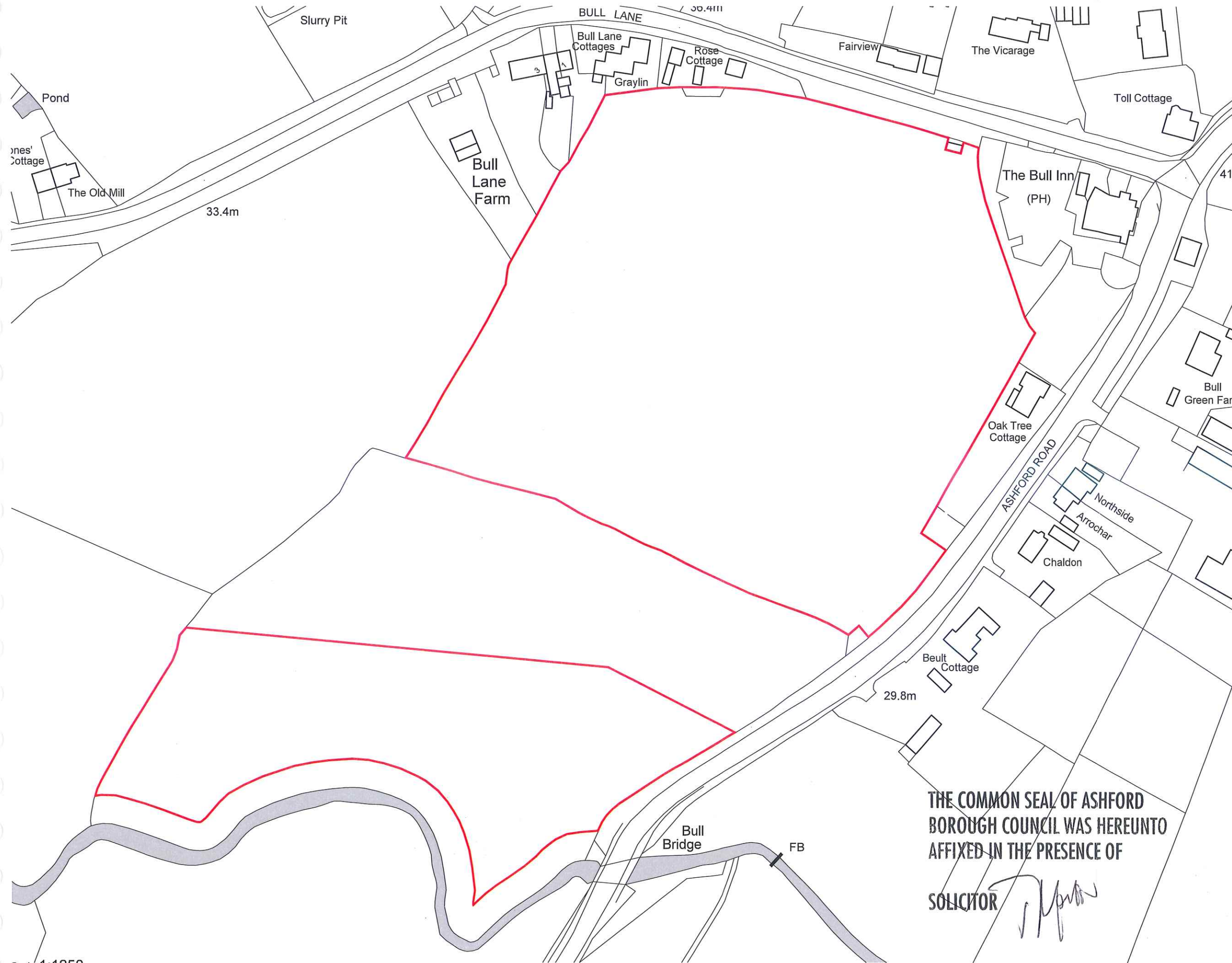
IN THE PRESENCE OF

Witness name *x* *Natalie Nash*

Witness Signature *x* *N/Nash*

Witness Address *x* *39 Preston Grove*
Faversham
Kent
ME13 8JY.

APPENDIX 1: SITE LOCATION PLAN



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N. Nash.
[Handwritten signature]

Revision Note & Date		Amended	
Rev	Date	Note	Checked

**ON
ARCH
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URE**

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CT1 2RP
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Project Title
Proposed Residential Development
Land Adjacent to Bull Inn Bethersden
Esquire Developments

Drawing Title
Site Location Plan

Scale		Date		Drawn		Checked	
1:1250@A3		January 2024		PTW		DK	
Drawing Status		22		130			

Project No.	Drawing No.	Status	Revision
23.073	0001		P1

THE COMMON SEAL OF ASHFORD
BOROUGH COUNCIL WAS HEREUNTO
AFFIXED IN THE PRESENCE OF

SOLICITOR

[Handwritten signature]

Scale: 1:1250
0 10 30 50 120m