

Dated:

2021

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

between

(1) TELE-PROPERTY INVESTMENTS LIMITED

(2) ASHFORD BOROUGH COUNCIL

with unilateral undertakings to

(3) THE KENT COUNTY COUNCIL

relating to land at

Former ADAS offices Olantigh Road Wye Ashford Kent TN25 5EL

Planning Application Number: 19/01330/AS (Full)

Appeal: APP/E2205/W/20/3259476 (Appeal C)

DS54-0862

Terry Mortimer Solicitor  
Corporate Director of Legal and Democracy  
Ashford Borough Council  
Civic Centre  
Tannery Lane  
Ashford  
TN23 1PL



**THIS DEED IS DATED THE                      DAY OF                      2021**

**AND IS MADE BETWEEN:**

- (1) **TELE-PROPERTY INVESTMENTS LIMITED** (incorporated in the British Virgin Islands under company number 1882116) whose registered office address is Craigmuir Chambers Road Town Tortola VG1110 British Virgin Islands and whose principal address in England is 140 London Wall London EC2Y 5DN ("**the Freeholder**" "**the Appellant**" "**the Developer**"); and
- (2) **ASHFORD BOROUGH COUNCIL** of Civic Centre, Tannery Lane, Ashford, TN23 1PL ("**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 Freeholder is registered at the Land Registry under title number TT43354 as proprietor of the freehold title to the Site
- (B) 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.
- (C) 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 for the area in which the Site is situated.
- (D) The Developer submitted the Planning Application for the Development to the Council. On 24 September 2020 the Council's Planning Committee resolved that it was unable to issue a formal decision on the Planning Application and the Appellant has lodged an appeal under reference APP/E220/W/20/3259476 which is set to be heard by the Planning Inspectorate under the inquiry procedure ("the Appeal")
- (E) The Council considers it expedient in the interests of the proper planning of its area and 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 this deed in the event that the Appellant's Appeal is upheld

- (F) Subject to the provisions of clause 2.5 below, 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)
- (G) 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 upheld.

**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:

<b>the Act</b>	the Town and Country Planning Act 1990 (as amended);
<b>Commencement of Development</b>	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 the phrase " <b>Commence the Development</b> " shall be construed accordingly);
<b>Initiation</b>	the beginning of the Development by 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);

<b>Development</b>	the demolition of office and redevelopment with twenty (20) dwellings with associated garages, parking and internal estate roads and open space carried out pursuant to the Full Permission in accordance with the Planning Application or any variation under section 73 of the Act or any non-material modification under section 96A of the Act;
<b>Dwelling</b>	one of the twenty (20) dwellings to be constructed on the Site pursuant to the Planning Permission (irrespective of any non-compliance with any condition);
<b>Inspector</b>	the inspector appointed by the Secretary of State to determine the Appeal;
<b>Interest</b>	interest at a rate equal to four percentage (4%) points above the Bank of England base rate from time to time;
<b>Occupy</b>	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 " <b>Occupation</b> " " <b>Occupier</b> " and " <b>Occupied</b> " shall be construed accordingly;
<b>Owner</b>	the Freeholder;
<b>Parish Council</b>	Wye with Hinxhill Parish Council of Unit 5B Briar Close Bramble Lane Wye Ashford Kent TN25 5HB;
<b>Planning Application</b>	the application for planning permission for the Development submitted to the Council by the Developer and given reference number 19/01330/AS;
<b>Planning Permission</b>	the full planning permission subject to conditions to be granted by Secretary of State (or their appointed Inspector) pursuant to the Appeal ("Full Permission") (in the event that the Appellant's Appeal is upheld) or any variations of those conditions under section 73 of the Act;
<b>Practical Completion</b>	the issue of a certificate of practical completion by the

	Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect and the phrase " <b>Practically Completed</b> " shall be construed accordingly;
<b>Secretary of State</b>	the Secretary of State for Housing Communities and Local Government or any other minister or authority for the time being entitled to determine the Appeal;
<b>Section 106 Monitoring Officer</b>	the Council's Section 106 compliance officer for the time being or duly appointed agent;
<b>Site</b>	the part of the land known as land at Wye College Olantigh Road Wye Ashford the freehold to which is registered at the Land Registry under title TT43354 and shown edged red on the Site Plan;
<b>Site Plan</b>	the plan 'site location plan drawing 000-001 revision B (18 March 2019)' appended to this deed;
<b>Working Day</b>	any day which is not a Saturday, Sunday, the period 24 December to 1 January, Good Friday or a statutory bank holiday in England;

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 in this deed 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.

## **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, section 1 of the Localism Act 2011 and all other statutory and other enabling powers.

2.2 The terms of this deed create planning obligations binding on the Owner 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 or other person 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 The undertakings, covenants and obligations on the part of the Owner in this deed shall not apply and shall not be enforceable by the Council or the County Council if the Inspector or the Secretary of State states clearly in the decision letter that the obligations, or any of them, are unnecessary or otherwise fail to meet the statutory tests set out in regulation 122 of the Community Infrastructure Regulations 2010 (as amended) PROVIDED THAT if any obligations are determined by the decision maker to be unnecessary or otherwise fail to meet the statutory tests it shall

not affect the lawfulness of the balance of the covenants and obligations in the deed which shall continue to be enforceable

### **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 and Council's covenants**

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

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

### **5. Confirmation of interests**

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 Full Permission, and

6.1.2. the Initiation of the Development

save in respect of any obligations in this deed expressly requiring compliance or which shall come into effect immediately upon completion of this deed.

### **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 Full Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure 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 his



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

## **8. Other planning permissions**

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

8.2 If there is a conflict between the terms of this deed and any conditions attached to the Planning Permission which cannot be resolved by interpretation then the latter shall take precedence

## **9. 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 of any change in ownership of any of its interests in the Site (save in respect of a disposal of an individual Dwelling) 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.

## **10. Notices**

10.1 Any notice or other written communication 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.

10.2 A notice or communication shall be served or given:

10.2.1 on the Freeholder/Appellant/Developer/Owner at 140 London Wall London EC2Y 5DN and 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, marked for the attention of the company secretary and

10.2.2 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 Section 106 Monitoring Officer

10.2.3 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 General Counsel.

## **11. Approvals**

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)

## **12. Jurisdiction and legal effect**

12.1 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.

12.2 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.

12.3 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

12.4 The Owner undertakes with 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

12.5 Nothing contained or implied in this deed shall prejudice or affect the rights powers duties and obligations of the Council both as the local planning authority and in the exercise of its functions rights powers duties and obligations of the Council under all public and private statutes bylaws orders and regulations may be fully and effectually exercised as if the Council were not party to this deed.

## **13. Interest and VAT**

13.1 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.

13.2 Any payment under this deed shall be given in accordance with the terms of this deed and shall be exclusive of any value added tax properly payable.

#### **14. Legal Fees**

On completion of this deed the Appellant will pay to the Council and the County Council its reasonable legal costs incurred in relation to this deed.

#### **15. Position of future mortgagee**

Any person or body acquiring 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 and Repayment**

If the Council or the County Council forward-funds any project facility infrastructure or other expenditure from its own resources and/or enters into a commitment to a third party to repay any similar forward-funding provided by that third party (whether in cash and/or in kind) 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/or repay such third party accordingly and in either case the receipt shall be treated as being immediately expended by the Council or the County Council for the purpose for which the forward-funding was expended

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

## 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:

<b>Commencement Notice</b>	a notice of the Owner's intention to Commence Development on a specified date no earlier than four (4) weeks and no later than six (6) weeks after the date of service of the notice
<b>Index</b>	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
<b>Monitoring Fee</b>	the sum of one thousand pounds (£1000) towards monitoring and reporting upon compliance with the provisions of this deed

### 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 unless otherwise agreed in writing with the Council 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
- 2.3. To give the Council and the County Council notice in writing of:
  - 2.3.1. the date of Occupation of twenty five percent (25%) of the Dwellings
  - 2.3.2. the date of Occupation of fifty percent (50%) of the Dwellings

2.3.3. the date of Occupation of seventy five percent (75%) of the Dwellings

2.3.4. the date of Occupation of one hundred percent (100%) of the Development

2.4. to give the notices specified in 2.3.1 to 2.3.4 no later than ten (10) Working Days of the date of Occupation specified in 2.3.1 to 2.3.4

### **Monitoring Fee**

2.5 to pay a Monitoring Fee in full to the Council prior to the Commencement of Development

2.6 Not to Commence Development until it has paid a Monitoring Fee in full to the Council

2.7 to pay a further Monitoring Fee upon each anniversary of the date of the Commencement of the Development until the anniversary in the year the Development is Practically Completed

2.8 to pay the Monitoring Fee due and payable under paragraphs 2.5 and 2.7 increased to the date of payment using the following formula:

$$\begin{array}{l} \text{most recently published index} \\ \text{figure for Index when the} \\ \text{payment is due} \end{array} \div \begin{array}{l} \text{index figure last} \\ \text{published for that} \\ \text{Index before 16}^{\text{th}} \\ \text{September 2020} \end{array} ) \times \begin{array}{l} \text{Monitoring} \\ \text{Fee (or} \\ \text{portion if} \\ \text{appropriate)} \end{array}$$

## Schedule 2 Adult Social 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:

<b>Adult Social Care Contribution</b>	the sum of two thousand nine hundred and thirty seven pounds and sixty pence (£2,937.60) (Dwellings x £146.88) to be applied in the event of receipt towards the provision of extra care accommodation in the Council's administrative area
<b>Index</b>	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

### 2. Owner's Covenants

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

- 2.1. To pay the Adult Social Care Contribution to the Council in the following instalments:
  - 2.1.1. Fifty percent (50%) of the Adult Social Care Contribution in full to the Council prior to the Occupation of twenty five percent (25%) of the Dwellings and
  - 2.1.2. the balance of the Adult Social Care Contribution in full to the Council prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council

- 2.3. Not to Occupy or permit the Occupation or more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Adult Social Care Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked to the date of payment using the following formula:

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

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

3. The Council covenants with the Owner and the County Council:

3.1 that in the event that the Adult Social Care Contribution has been paid in full to the Council it will pass or commit to pass the Adult Social Care Contribution to the County Council in full

3.2 in the event that the Adult Social Care Contribution paid under paragraph 2.1 of this schedule 2 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Adult Social Care Contribution not committed to be passed to the County Council upon the written request of the payer following the expiry of that ten (10) year period to the person/s who paid the Adult Social Care Contribution

## Schedule 3 Allotments Contribution

### 1. Definitions

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

<b>Allotments Contribution</b>	the sum of six thousand four hundred and eighty pounds (£6,480) comprising the sum of five thousand one hundred and sixty pounds (£5,160) capital costs (Dwellings x £258) and one thousand three hundred and twenty pounds (£1,320) maintenance costs (Dwellings x £66) to be applied in the event or receipt towards the provision of improved fencing (including rabbit). ‘Grass guard’ type surfacing for all-year round user parking areas, improved access and construction of raised beds for wheelchair users, water supply provision and conservation allotment plot mapping and boundary marking and other land management measures at Beanfield and/or Churchfield allotments and/or towards the extension of Beanfield allotment (“Allotments Purpose”)
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

### 2. Owner’s Covenants

The Owner covenants with the Council as follows:

2.1. To pay the Allotments Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings

2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council

2.3. To pay the Allotments Contribution payable in accordance with paragraph 2.1 index-linked to the date of payment using the following formula:



$$\left( \begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 3 of 2012} \\ \text{(namely 309.8)} \end{array} \times \begin{array}{l} \text{Allotments} \\ \text{Contribution} \end{array}$$

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

3. The Council covenants with the Owner:

3.1 in the event that

3.1.1 the Allotments Contribution paid has not been committed in full towards the Allotment Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development and

3.1.2 following the expiry of that ten (10) year period the Council has received a written request from the person who paid the Allotments Contribution and

3.1.3 the Council has received written notification from the Owner of the date of Occupation of one hundred percent (100%) of the Development

then the Council will repay the balance of the Allotments Contribution not committed to be applied towards the Allotments Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development to the person who paid the final instalment of the Allotments Contribution

## Schedule 4 Cemetery 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:

<b>Cemetery</b>	Churchfield Burial Ground, Wye
<b>Cemetery Contribution</b>	the sum of nine thousand two hundred pounds (£9,200) comprising the sum of five thousand six hundred and eighty pounds (£5,680) capital costs (Dwellings x £284) and three thousand five hundred and twenty pounds (£3,520) maintenance costs (Dwellings x £176) to be applied in the event of receipt towards the creation of direct and accessible access, a new garden of remembrance, hard and soft landscaping, signage, seating and related works at the Cemetery (including the cost of the preparation of any necessary landscape design and management plan) ("Cemetery Purpose")
<b>Index</b>	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

### 2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1. To pay the Cemetery Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings

2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council

2.3. To pay the Cemetery Contribution payable in accordance with paragraph 2.1 index-linked to the date of payment using the following formula:

$$\left( \begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 3 of 2012} \\ \text{(namely 309.8)} \end{array} \right) \times \begin{array}{l} \text{Cemetery} \\ \text{Contribution} \end{array}$$

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

3. The Council covenants with the Owner:

3.1 in the event that

3.1.1 the Cemetery Contribution paid has not been committed in full towards the Cemetery Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development and

3.1.2 following the expiry of that ten (10) year period the Council has received a written request from the person who paid the Cemetery Contribution and

3.1.3 the Council has received written notification from the Owner of the date of Occupation of one hundred percent (100%) of the Development

then the Council will repay the balance of the Cemetery Contribution not committed to be applied towards the Cemetery Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development to the person who paid the final instalment of the Cemetery Contribution

## Schedule 5 Children’s and Young People’s Play Space 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:

<b>Children’s and Young People’s Play Space Contribution</b>	the sum of twenty six thousand two hundred and forty pounds (£26,240) comprising the sum of twelve thousand nine hundred and eighty pounds (£12,980) capital costs (Dwellings x £649) and the sum of thirteen thousand two hundred and sixty pounds (£13,260) maintenance costs (Dwellings x £663) to be applied in the event of receipt towards (i) the acquisition of additional land adjacent to Lady Joanna Thornhill Endowed Primary School playing field, clearance design and implementation of infrastructure works and the installation and maintenance of play equipment and/or (ii) the installation of an all-weather surfaced area in the vicinity of the play equipment and/or (iii) improvements to and maintenance of the existing play facilities (0 – 13 years) at the village hall recreation ground (“Children’s and Young People’s Play Space Purpose”)
<b>Index</b>	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

### 2. Owner’s Covenants

The Owner covenants with the Council as follows:

- 2.1. To pay Children's and Young People's Play Space Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.3. To pay the Children's and Young People's Play Space Contribution payable in accordance with paragraph 2.1 index-linked to the date of payment using the following formula:

$$\left( \begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 3 of 2012} \\ \text{(namely 309.8)} \end{array} \times \begin{array}{l} \text{Children's and} \\ \text{Young} \\ \text{People's Play} \\ \text{Space} \\ \text{Contribution} \end{array}$$

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

### 3. The Council covenants with the Owner:

3.1 in the event that

3.1.1 the Children's and Young People's Play Space Contribution paid has not been committed in full towards the Children's and Young People's Play Space Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development and

3.1.2 following the expiry of that ten (10) year period the Council has received a written request from the person who paid the Children's and Young People's Play Space Contribution and

3.1.3 the Council has received written notification from the Owner of the date of Occupation of one hundred percent (100%) of the Development

then the Council will repay the balance of the Children's and Young People's Play Space Contribution not committed to be applied towards the Children's and Young people's Play Space Purpose within ten (10) years of the date of Occupation of one

hundred percent (100%) of the Development to the person who paid the final instalment of the Children's and Young People's Play Space Contribution

## Schedule 6 Community Learning 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:

<b>Community Learning Facility</b>	Ashford Adult Education Centre Ashford Gateway Plus Church Road Ashford Kent TN23 1AS
<b>Community Learning Contribution</b>	the sum of six hundred and eighty nine pounds (£689) (Dwellings x £34.45) to be applied in the event of receipt towards the provision of IT equipment at the Community Learning Facility
<b>Index</b>	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

### 2. Owner's Covenants

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

- 2.1. To pay the Community Learning Contribution to the Council in the following instalments:
  - 2.1.1. Fifty percent (50%) of the Community Learning Contribution in full to the Council prior to the Occupation of twenty five percent (25%) of the Dwellings and
  - 2.1.2. the balance of the Community Learning Contribution in full to the Council prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council

- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Community Learning Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked to the date of payment using the following formula:

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

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

3. The Council covenants with the Owner and the County Council:

3.1 that in the event that the Community Learning Contribution has been paid in full to the Council it will pass or commit to pass the Community Learning Contribution to the County Council in full

3.2 in the event that the Community Learning Contribution paid under paragraph 2.1 of this schedule 6 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Community Learning Contribution not committed to be passed to the County Council upon the written request of the payer following the expiry of that ten (10) year period to the person/s who paid the Community Learning Contribution



## Schedule 7 Informal Natural Green Space Contribution (Off-Site)

### 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:

<b>Informal Natural Green Space Contribution</b>	the sum of fifteen thousand one hundred and eighty pounds (£15,180) comprising the sum of eight thousand six hundred and eighty pounds (£8,680) capital costs (Dwellings x £434) and six thousand five hundred pounds (£6,500) maintenance costs (Dwellings x £325) to be applied in the event of receipt towards the provision of additional informal natural green space/s within the Parish Council's administrative area ("Informal Natural Green Space Purpose")
<b>Index</b>	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

### 2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1. To pay the Informal Natural Green Space Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1 has been paid in full to the Council
- 2.3. To pay the Informal Natural Green Space Contribution payable in accordance with paragraph 2.1 index-linked to the date of payment using the following formula:

$$\left( \begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 3 of 2012} \\ \text{(namely 309.8)} \end{array} \times \begin{array}{l} \text{Informal} \\ \text{Natural Green} \\ \text{Space} \\ \text{Contribution} \end{array}$$

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

3. The Council covenants with the Owner:

3.1 in the event that

3.1.1 the Informal Natural Green Space Contribution paid has not been committed in full towards the Informal Natural Green Space Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development and

3.1.2 following the expiry of that ten (10) year period the Council has received a written request from the person who paid the Informal Natural Green Space Contribution and

3.1.3 the Council has received written notification from the Owner of the date of Occupation of one hundred percent (100%) of the Development

then the Council will repay the balance of the Informal Natural Green Space Contribution not committed to be applied towards the Informal Natural Green Space Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development to the person who paid the final instalment of the Informal Natural Green Space Contribution

## Schedule 8 Library 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:

<b>Library</b>	Wye Library 6 Upper Bridge Street Wye Kent TN25 5AF
<b>Library Contribution</b>	the sum of one thousand one hundred and nine pounds (£1,109) (Dwellings x £55.45) to be applied in the event of receipt towards the provision of additional book stock at the Library for the new borrowers generated by the Development
<b>Index</b>	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

### 2. Owner's covenants

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

- 2.1. To pay the Library Contribution to the Council in the following instalments:
  - 2.1.1. Fifty percent (50%) of the Library Contribution in full to the Council prior to the Occupation of twenty five percent (25%) of the Dwellings and
  - 2.1.2. the balance of the Library Contribution in full to the Council prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council

- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Library Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked to the date of payment using the following formula:

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

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

3. The Council covenants with the Owner and the County Council:

3.1 that in the event that the Library Contribution has been paid in full to the Council it will pass or commit to pass the Library Contribution to the County Council in full

3.2 in the event that any of the Library Contribution paid under paragraph 3.1 of this schedule 8 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Library Contribution not committed to be passed to the County Council following the expiry of that ten (10) year period to the person/s who paid the Library Contribution

## Schedule 9 Public Art 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:

<b>Project</b>	art in any media whose form function and meaning is created for the general public and which is to be visually and physically accessible to the public within the Parish Council's administrative area
<b>Public Art Contribution</b>	the sum of six thousand seven hundred and sixty eight pounds (£6,768) (Dwellings x 2.4 x £141) to be applied in the event of receipt towards the cost of conceptualising, commissioning and delivery of a Project ("Public Art Purpose")
<b>Index</b>	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

### 2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1. To pay the Public Art Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of the Dwellings until the payment referred to in paragraph 2.1. has been paid in full to the Council

2.3. To pay the Public Art Contribution payable in accordance with paragraph 2.1 index-linked to the date of payment using the following formula:

$$\left( \begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 3 of 2012} \\ \text{(namely 309.8)} \end{array} \right) \times \text{Public Art Contribution}$$

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

3. The Council covenants with the Owner:

3.1 in the event that

3.1.1 the Public Art Contribution paid has not been committed in full towards the Public Art Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development and

3.1.2 following the expiry of that ten (10) year period the Council has received a written request from the person who paid the Public Art Contribution and

3.1.3 the Council has received written notification from the Owner of the date of Occupation of one hundred percent (100%) of the Development

then the Council will repay the balance of the Public Art Contribution not committed to be applied towards the Public Art Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development to the person who paid the Public Art Contribution

## Schedule 10 Primary School 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:

<b>Primary School Contribution</b>	the sum of one hundred and thirty seven thousand nine hundred and seventy eight pounds and sixty pence (£137,978.60) comprising the sum of ninety thousand seven hundred pounds (£90,700) (Dwellings x £4535) to be applied in the event of receipt towards the provision of the new Conningbrook Primary School pursuant to the hybrid permission 19/00025/AS subject to conditions or any variations of those conditions under section 73 of the Act and any linked planning obligation deed, or such other facility as the County Council shall in its absolute discretion determine and the sum of forty seven thousand two hundred and seventy eight pounds and sixty pence (£47,260.60) (Dwellings x £2,363.00) to be applied in the event of receipt towards the acquisition of land for the delivery of a two (2) form entry primary school at Conningbrook Park, Kennington pursuant to the hybrid permission 19/00025/AS subject to conditions or any variations of those conditions under section 73 of the Act and any linked planning obligation deed
<b>Index</b>	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

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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 the Primary School Contribution to the Council in the following instalments:

2.1.1. Fifty percent (50%) of the Primary School Contribution in full to the Council prior to the Occupation of twenty five percent (25%) of all Dwellings and

2.1.2. the balance of the Primary School Contribution in full to the Council prior to the Occupation of fifty percent (50%) of all Dwellings

2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of all Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council

2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of all Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council

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

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

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



3. The Council covenants with the Owner and the County Council:

3.1 that in the event that the Primary School Contribution has been paid in full to the Council it will pass or commit to pass the Primary School Contribution to the County Council in full

3.2 in the event that any Primary School Contribution paid under paragraph 2.1 of this schedule 10 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Primary School Contribution not committed to be passed to the County Council upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Primary School Contribution

## Schedule 11 Secondary School Contribution (extension)

### 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:

<b>Secondary School</b>	The Norton Knatchbull School Hythe Road Ashford Kent TN24 0QJ
<b>Secondary School Contribution</b>	the sum of eighty two thousand three hundred pounds (£82,300) (Dwellings x £4,115) to be applied in the event of receipt towards the expansion of the Secondary School
<b>Index</b>	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

### 2. Owner's Covenants

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

- 2.1. To pay the Secondary School Contribution to the Council in the following instalments:
  - 2.1.1. Fifty percent (50%) of the Secondary School Contribution in full to the Council prior to the Occupation of twenty five percent (25%) of all Dwellings and
  - 2.1.2. the balance of the Secondary School Contribution in full to the Council prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. not to Occupy or permit the Occupation of more than twenty five percent (25%) of all Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council

- 2.3. not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Secondary School Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked to the date of payment using the following formula:

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

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

3. The Council covenants with the Owner and the County Council:

3.1 that in the event that the Secondary School Contribution has been paid in full to the Council it will pass or commit to pass the Secondary School Contribution to the County Council in full

3.2 in the event that any Secondary School Contribution paid under paragraph 2.1 of this schedule 11 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Secondary School Contribution not committed to be passed to the County Council upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Secondary School Contribution

## Schedule 12 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:

<b>Strategic Parks</b>	Conningbrook Lakes Country Park Julie Rose Stadium car park Willesborough Road Ashford Kent TN24 9QX and the new major open space, sports and recreation facility located to the south west of the Council's administrative area adjoining the Chilmington Green development approved by permission 12/00400/AS subject to conditions and any reserved matter approvals or any variations of those conditions under section 73 of the Act and referred to in the linked planning obligation agreement dated 27 February 2017 as 'Discovery Park'
<b>Strategic Parks Contribution</b>	the sum of three thousand eight hundred and sixty pounds (£3,860) comprising the sum of two thousand nine hundred and twenty pounds (£2,920) capital costs (Dwellings x £146) and the sum of nine hundred and forty pounds (£940) maintenance costs (Dwellings x £47) to be applied in the event of receipt towards the provision and maintenance of specific hub projects (COM2) at the Strategic Parks ("Strategic Parks Purpose")
<b>Index</b>	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

### 2. Owner's Covenants

The Owner covenants with the Council as follows:

- 2.1. To pay the Strategic Parks Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of all Dwellings

2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of all Dwellings until the payment referred to in paragraph 2.1. has been paid in full to the Council

2.3. To pay the Strategic Parks Contribution payable in accordance with paragraph 2.1 index-linked to the date of payment using the following formula:

$$\left( \begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 3 of 2012} \\ \text{(namely 309.8)} \end{array} \times \begin{array}{l} \text{Strategic} \\ \text{Parks} \\ \text{Contribution} \end{array}$$

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

3. The Council covenants with the Owner:

3.1 in the event that

3.1.1 the Strategic Parks Contribution paid has not been committed in full towards the Strategic Parks Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development and

3.1.2 following the expiry of that ten (10) year period the Council has received a written request from the person who paid the Strategic Parks Contribution and

3.1.3 the Council has received written notification from the Owner of the date of Occupation of one hundred percent (100%) of the Development

then the Council will repay the balance of the Strategic Parks Contribution not committed to be applied towards the Strategic Parks Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development to the person who paid the final instalment of the Strategic Parks Contribution

## Schedule 13 Voluntary Sector 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:

<b>Voluntary Sector Contribution</b>	the sum of one thousand seven hundred and forty pounds (£1,740) (Dwellings x £87) to be applied in the event of receipt towards groups active within the vicinity of the Development (“Voluntary Sector Purpose”)
<b>Index</b>	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

### 2. Owner’s Covenants

The Owner covenants with the Council as follows:

- 2.1. To pay the Voluntary Sector Contribution in full to the Council prior to the Occupation of seventy five percent (75%) of all Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than seventy five percent (75%) of all Dwellings until the payment referred to in paragraph 2.1. has been paid in full to the Council
- 2.3. To pay the Voluntary Sector Contribution payable in accordance with paragraph 2.1 index-linked to the date of payment using the following formula:

$$\left( \begin{array}{l} \text{The figure for the Index last} \\ \text{published before the date on} \\ \text{which the payment specified in} \\ \text{this deed is made} \end{array} \right) \div \begin{array}{l} \text{Index figure for} \\ \text{quarter 3 of 2012} \\ \text{(namely 309.8)} \end{array} \times \begin{array}{l} \text{Voluntary} \\ \text{Sector} \\ \text{Contribution} \end{array}$$

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

3. The Council covenants with the Owner:

3.1 in the event that

3.1.1 the Voluntary Sector Contribution paid has not been committed in full towards the Voluntary Sector Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development and

3.1.2 following the expiry of that ten (10) year period the Council has received a written request from the person who paid the Voluntary Sector Contribution and

3.1.3 the Council has received written notification from the Owner of the date of Occupation of one hundred percent (100%) of the Development

then the Council will repay the balance of the Voluntary Sector Contribution not committed to be applied towards the Voluntary Sector Purpose within ten (10) years of the date of Occupation of one hundred percent (100%) of the Development to the person who paid the Voluntary Sector Contribution

## Schedule 14 Youth Service 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:

<b>Youth Service Contribution</b>	the sum of one thousand three hundred and ten pounds (£1,310) (Dwellings x £65.50) to be applied in the event of receipt towards the provision of additional resources to the youth service operating in the vicinity of the Development
<b>Index</b>	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

### 2. Owner's Covenants

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

- 2.1. To pay the Youth Service Contribution to the Council in the following instalments:
  - 2.1.1. Fifty percent (50%) of the Youth Service Contribution in full to the Council prior to the Occupation of twenty five percent (25%) of the Dwellings and
  - 2.1.2. the balance of the Youth Service Contribution in full to the Council prior to the Occupation of fifty percent (50%) of the Dwellings
- 2.2. Not to Occupy or permit the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1.1 has been paid in full to the Council



- 2.3. Not to Occupy or permit the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 2.1.2 has been paid in full to the Council
- 2.4. To pay the Youth Service Contribution (or portion of such contribution as appropriate) payable in accordance with paragraph 2.1 index-linked to the date of payment using the following formula:

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

3. The Council covenants with the Owner and the County Council:

3.1 that in the event that the Youth Service Contribution has been paid in full to the Council it will pass or commit to pass the Youth Service Contribution to the County Council in full

3.2 in the event that any Youth Service Contribution paid under paragraph 2.1 of this schedule 14 has not passed or committed to be passed in full by the Council to the County Council within ten (10) years of the Occupation of one hundred percent (100%) of the Development then the Council will repay the balance of the Youth Service Contribution not committed to be passed to the County Council upon the written request of the Owner following the expiry of that ten (10) year period to the person/s who paid the Youth Service Contribution

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

..... Mayor

..... Solicitor

EXECUTED as a deed by )  
TELE-PROPERTY INVESTMENTS LTD )  
a company incorporated in the British Virgin Islands)

acting by .....)  
who, in accordance with the laws of that )  
territory is acting under the authority of that )  
company )

signature in the name of the company

Signature of .....)  
Authorised signatory