

APPEAL BY

Wates Developments Limited

At Land between Woodchurch Road and Appledore Road, Tenterden

ADDENDUM CIL COMPLIANCE STATEMENT BY

ASHFORD BOROUGH COUNCIL (to be read in conjunction with CD/8.58 and CD/7.30)

PINS Reference: APP/E2205/W/21/3284479

Local Planning Authority Reference: 21/00790/AS

February 2022

Ashford Borough Council Further Information

Public Art Contribution:

Schedule 8 Proposed Project: £141 per person, (multiplied by an assumed occupation rate of 2.4 persons per household which is confirmed as the Borough average in the Green Spaces and Water Environment SPD) which is £338.

£141 is confirmed at page 15 and 16 in the Arts & Cultural Industries Strategy Report, May 2016 which was adopted as part of the Ashford Local Plan. The extracts of these pages are attached as Appendix 1 to this update or can be found in full at:

<https://www.ashford.gov.uk/media/fuph0akl/appendix-6-occ-road-public-art.pdf>

The s106 therefore confirms the formula for this contribution is £338 multiplied by the number of dwellings is required towards the St Mildred's Church project to fund the arts and cultural capital equipment costs (staging lighting sound box office and front and back of house systems) needed to realise the space as an open welcoming and professional venue.

Voluntary Sector Contribution:

A payment of £87 per dwelling is required towards the St Mildred's Church. The £87 comes from the Council's ongoing evidence of the work done by the voluntary sector across the borough and the Council is aware of active projects in Tenterden and surrounds as noted above.

The Council has been seeking contributions to the Voluntary Sector from new developments since 2007, when it was identified that additional Voluntary Sector capacity was required to support new developments.

The important role of the Voluntary Sector in helping to establish sustainable development was at that time set out in the draft Ashford Borough Core Strategy DPD, which was adopted in July 2008. (The Ashford Local Plan 2030 **CD/2.1** now contains similar references - see chapter 10.)

Detailed reasons behind the Voluntary Sector need for additional capacity to meet the needs generated by new developments were set out by the Ashford's Future Voluntary Sector Development Officer in an email on 21/02/07 (Appendix 2). The sums initially

requested per dwelling in that email were felt to be somewhat disproportionate to the scale of new development versus existing need, and were reviewed and revised downwards to £83 per dwelling.

This modest contribution has been sought generally since that time as a contribution from new residential developments.

Locally to this Appeal, £83 per dwelling was required from the TENT1 development in its s.106 on 29/09/15 – see p.10 & p.14 (Appendix 3). The Council relies on the principle of retaining consistency across developments.

Importantly, both the principle of this contribution, and its amount at £83 per dwelling, were endorsed by an Appeal Inspector in nearby Smarden in 2017 – see the Decision of 12/6/17 (para. 50) and the 16/5/17 s.106 referred to (cl. 1.1.39) – Appendix 1 and Appendix 4.

Signature: **Mark Davies**
Mark Davies
Senior Planning Officer
Ashford Borough Council

Date: 25.02.2022

Kent County Council Further Information

Figures

Due to the ever changing Planning situation with proposed new Planning Bill and reforms, the publication of a new KCC Dev Cons Guide is currently on hold.

However, under approval of previous Guides authority was given under Member key decisions allowing the update and review of Development Contribution costs regularly to reflect current costs and circumstances. This has been an ongoing situation for the many years, hence KCC's resolve to publish a new Guide currently thwarted by firstly changes in CIL Regs, then Covid and now Government Planning reforms.

Item 3 of the Minutes (**Appendix 5**) relates to **Development Contribution Function**, and the Decision Taken by Cabinet on 12 March 2007 at 3 (b) provides sign off for periodic reviews/updates:

- (b) delegated authority to the Managing Director, Environment and Regeneration in consultation with the Cabinet Member for Regeneration and Supporting Independence to sign off any subsequent periodic reviews/updates on behalf of the County Council.

KCC has been exercising this delegated authority while the new guide is on hold. At **Appendix 6** is the KCC previous developer guide for information as to how the previous figures were presented.

Developers specifically requested KCC '*keep things simple*', hence £rates per dwelling are supplied so it easy for Developers to calculate the sums they are likely to incur for the number of homes they propose.

Please find below the current calculations:
Adult Social Care:

Adapting Community Facilities	Cost per Additional User = £714.29
	User per Dwelling = 0.12
	Contribution per Dwelling = $£714 \times (0.12) = £85.68$
Sensory Facilities	Cost per Additional User = £625
	User per Dwelling = 0.048
	Contribution per Dwelling = $£625 \times (0.048) = £30$
Changing Place	Cost per Additional User = £2250
	User per Dwelling = 0.012
	Contribution per Dwelling = $£2250 \times (0.012) = £27$
Total Contribution per Dwelling = £146.88	

Community Learning:

Flexible Classroom (Equipment only)	Total Costs per New Enrolment £ 457.50
	User per Dwelling = 0.035
	Cost per Dwelling = £16.42

Libraries:

Project	Contribution per Dwelling
Stock, Shelving and Furniture	Cost per Extra Library User = £178.07
	User per Dwelling = 0.29
	Contribution per Dwelling = $£178.07 \times (0.29) = £51.64$
New Projects: Digital Dens, Code Clubs,	Cost per Extra Library User = £13.62
	User per Dwelling = 0.28

Digitisation of Archives	Contribution per Dwelling = $£13.62 \times (0.28) = £3.81$
Total Contribution per Dwelling = £55.45	

Youth:

Project	Contribution per Dwelling
Youth Hubs Expansion/ Enhancement	Cost per Additional User = £900
	User per Dwelling = 0.05
	Contribution per Dwelling = $£900 \times (0.05) = £45$
Mobile/ Outreach Provision	Cost per Additional User = £135
	User per Dwelling = 0.05
	Contribution per Dwelling = $£135 \times (0.2 \times 0.25) = £6.75$
Targeted Temporary Provision in High Need Areas	Cost per Additional User = £275
	User per Dwelling = 0.05
	Contribution per Dwelling = $£275 \times (0.2 \times 0.25) = £13.75$
Staff Resources	Additional equipment and staffing to meet the needs of additional attendees. Need costs per additional user etc as per other projects above. To be added
Total Contribution per Dwelling = £65.50	

Assessing Need

Community Learning Contribution:

Kent County Council require £16.42 per dwelling towards new equipment and resources for the new learners at Tenterden Adult Education Centre (AEC). The current adult

participation in both District Centres and Outreach facilities is in excess of current service capacity, as shown in Appendix 2 of KCC's Appeal Statement CD/7.30, along with cost of mitigation.

The known cost per new enrolment for adult education in Kent is £457.38. This cost includes equipment such as laptops, dongles, projectors, screens and next generation i-pads to meet the needs of users.

The known adult education participation rate is 0.0359 users per dwelling. Thus 141 dwellings multiplied by 0.0359 users of the service per dwelling, shows this proposed development will generate 5.0619 new attendees at a total cost to the service of £2315.21. Hence £2380.90 divided by the 141 new dwellings generated by this development gives the figure of £16.42 per dwelling requested.

This is a 'hub and spoke' service, having a main centre (hub) offering the main service, courses & resources for the Borough in Ashford, and with 'spoke' satellites including Tenterden offering a more limited range and receiving the shared resources for the Borough from Ashford as and when required. Hence the request was for new equipment and resources for the new learners at Tenterden & Ashford Adult Education Centres.

Libraries Contribution:

The known cost per library borrower at Kent's libraries is £190.16, based upon the cost of new resources such as: book stock, audio books, ebooks, and library equipment including furniture, PCs and 'digital dens', etc.

The known participation rate at Kent's libraries of 12.15%, and with 2.4 occupants per dwelling, and this produces 41.12 new borrowers from this proposed development of 141 new homes. Hence, the contribution sought of £7,818.45 or £55.45 per dwelling. Libraries are a universal statutory service open to all. KCC is the statutory library authority and has a statutory duty under section 7 of the Public Libraries and Museums Act 1964 to provide 'a comprehensive and efficient library service'. As set out in the request, the Library contribution is towards Tenterden Library.

Youth Contributions:

The known cost to Kent Youth Service per new youth attendee is £1,310.00, from equipment, youth hubs, mobile outreach and targeted provision costs.

Kent Youth Service has a participation rate of 25% of the adopted KCC secondary pupil product ratio of 0.2 per dwelling. Hence, 7.05 new attendees will be generated by this development of 141 dwellings, producing a total contribution of £9,235.50 or £65.50 per dwelling. Kent Youth Service is a statutory service under section 507B of the Education Act 1996 ; this requires KCC to secure sufficient educational leisure-time activities for the improvement of young persons' well-being and sufficient facilities for such activities. Thus, occupants of the new development will become attendees of the Kent Youth Service.

As for Community learning, this is a 'hub and spoke' provision, with the main centres (hubs) in Ashford holding the core equipment and services, which are then distributed/shared with the outreach service points like Tenterden as required.

Adult Social Care:

The known cost of provision of social care in Kent is £4,418.59 per person accessing care. This cost is shared across a basket of social care provision, including:

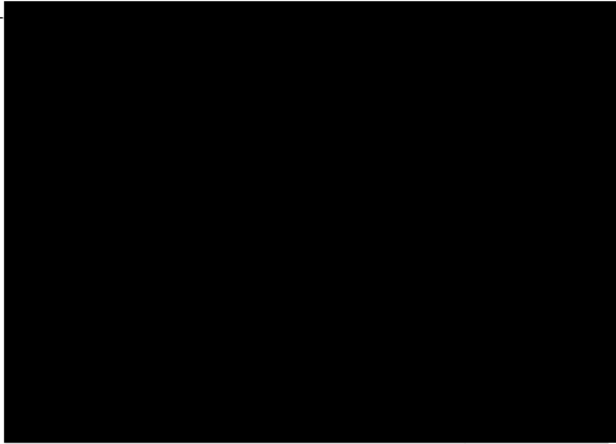
- **Specialist Accommodation** (including Extra Care)
- **Assistive Technology systems** delivered to vulnerable adults in their own homes allowing them to live with the confidence that help is available when they urgently need it.
- **Adapting Community Facilities** to be accessible for those with both mental and physical disabilities meaning vulnerable adults can access other support services and facilities safely and comfortably.
- **Sensory facilities** use innovative technology to provide a relaxing or stimulating environment for people of all ages with sensory impairment conditions. The facilities may be used to calm stress and anxiety, or to encourage sensory development and social engagement.
- **Changing Places** have additional features than standard accessible toilets to meet the needs of people with a range of disabilities and their carers. These toilets are usually located in or near a popular public area to ensure suitable facilities are available for use by vulnerable adults without having to return home for personal care

This development of 141 dwellings, based upon known prevalence rates, generates the following Social Care clients:

Assistive Technology	1.53
Learning Disability	0.34
Physical Disability	0.20
Older Persons	2.63

A total of 4.7 new clients to KCC social Care are generated from the 141 dwellings in this proposed development, generating a total cost to Kent Social Care of £20,710.08 with Client need spread across the whole basket of social care.

Covid has caused a seismic change in care provision. KCC Social Care in accordance now with the Dept For Education Guidance on *Securing Development Contributions* 2019 para 20 requests this contribution be directed to not only a preferred but also 'contingency' projects to meet the needs now arising from new clients. Through the drafting of the s106, it has already been requested the wording be widened to: *Towards Specialist care accommodation, assistive technology systems and equipment to adapt homes, adapting Community facilities, sensory facilities, and Changing Places within the Borough*. This will enable the most pressing needs of the new clients from this development to be met in accordance with the above Adult Social Care basket of care. This will assist individual clients because each client has different needs and this will assist Kent Social Care to meet the individual needs of clients from this development.



Signature:
Date: 25/2/2022

Allan Gilbert
Development Contributions
Kent County Council

Appendix 1

Ashford Public Art Strategy, 2009

The Council's approach in the Core Strategy and Town Centre Action Area Plan is not to use a formulaic approach to costing the public art contribution needed from a development. Such an approach is unduly prescriptive in officers' view.

The public art input to major site proposals does, however, need to be significant in its impact. It needs to be truly integrated into the design ideas – not simply 'bolted on' and it needs to have a strong link and relevance to its context if it is to be of real and lasting value. Whilst it is not proposed to impose a monetary value equivalent – such as the 'Percent for Art' mechanism used in some areas – the Council will need to be satisfied that the intervention is not simply a token one of no real impact or quality. The policy approach will need to be kept under review and changed if evidence from practice suggests it is not delivering the outputs expected.

Arts Space benchmark calculations, 2016

The Benchmark calculations in this report estimate that:

45 square meters of arts space should be provided for every 1000 people at an average cost of £141 per person in new housing.

Gallery provision = £153pp/h

Multi-use arts venue and theatres = £116.50pp/h

Production, rehearsal and education space = £141pp/h

These calculations refer to publicly provided arts space and are additional to any space provided by private or third sector organisations.

Appendix 2

Roland Mills

07/00117/13 ASHFORD'S FUTURE

From: Simon Bannister
Sent: 21 February 2007 10:03
To: Roland Mills
Cc: 'richard.finlinson@ashford.gov.uk'
Subject: Jemmett Road [REDACTED]

VSDO COMMENTS
(PART 1)

Good morning Roland,

Thank you for the opportunity to respond to the consultation on the Jemmett Road planning application.

The comments below are the result of discussions with the voluntary and community sector leaders.

There is support for the redevelopment of the site for housing. Although some members of Ashford Community Network felt that the density was too high they were not the majority. There is agreement that we would not press for the building of a small community centre but seek a developer contribution for the improvement/refurbishment of others in the area. The same applies to play provision and members would like to see the facilities in Victoria Park upgraded.

The voluntary and community sector (now often called the third sector) is a vital element in a sustainable society. We would request that a proportion of the Section 106 monies be contributed to the sector and I describe the reasons below.

The voluntary and community sector (VCS) in Ashford Borough consists of over 800 organisations offering a wide range of services and activities. These include advice and support, health and social care, a huge variety of leisure and cultural activities, groups that look after our environment and heritage, faith groups, organisations that support a variety of ethnic minorities, and many voluntary groups that provide gainful activities for young people.

The sector has substantial economic impact in that it employs several thousand people and makes a large contribution (estimated at over £150 million p.a.) to the local economy.

These groups are funded mainly by grants and service level agreements with our statutory partners.

Recent research has strongly indicated that the sector has struggled to keep pace with the growth of the population in recent years and service delivery can be patchy. For instance the Citizens Advice Bureau has a waiting list for appointments, and Age Concern cannot offer the same provision that other areas enjoy. Over the coming 25 years this population growth will accelerate and the capacity growth of the sector will become even more difficult.

The Ashford Borough Council Local Development Framework Core Strategy (LDF) accepts that it is desirable for developers to contribute to the growth of the VCS. Policy CS18 states that:
'The Council will seek the provision of a financial contribution pursuant to policy CS8 to help fund community development and voluntary sector activity during the crucial early years as new developments and communities become established.'

These policies arise out of a strong steer from national government that socially sustainable communities should be the aim of all local plans.

The sector, due to the way it is funded, finds growth in service delivery capacity extremely difficult. It is for this reason that we seek a contribution for:

- voluntary organisations capacity growth - £260 per dwelling
- community development workers - £275 per dwelling

Please do contact me if you have any questions.

Regards

Simon Bannister
Voluntary Sector Development Officer
Ashford Community Network
7th Floor
Charter House
Park Street
Ashford
TN24 8EQ

Phone:

Email:



07/0017/13

Roland Mills

From: Ian Bailey
Sent: 05 April 2007 12:18
To: Simon Bannister; Kim Harlow
Cc: Lois Jarrett; Roland Mills
Subject: RE: Jemmett Road

ASHFORD'S FUTURE
 VSDO COMMENTS
 (PART II)

Thanks Simon,

I'll have a look at the proposal first thing after lunch – If we make a bid based on the following:

- An officer to lead the work to develop a 'Centre of Volunteering Excellence'
- An officer to co-ordinate and lead the 'Health and Social Care Consortium'
- A corporate projects officer to improve links between the business sector and voluntary organisations
- A youth projects officer

The volunteering project is particularly suitable as it will be centred on South Ashford. Although the project is projected to cost £75K over one and a half years £20K would allow the work to start and the remaining funds would be found from other partners and existing budgets.

Then we will need to specify who would hold the money and ensure it was spent etc. Would this be Case Kent, ACN or some other body?

Thanks

Ian

From: Simon Bannister
Sent: 05 April 2007 12:11
To: Ian Bailey; Kim Harlow
Cc: Lois Jarrett; Roland Mills
Subject: RE: Jemmett Road

Good morning Ian,

Thank you for giving our request such careful thought.

As you may know Ashford Community Network, CASE Kent and the Volunteer Centre have developed a close partnership and we are currently revising our joint business plan. Over the past three year , initially in the Civic Domain Group and more recently in the Community Infrastructure Working Group we have been attempting to include the following elements into the various strategies and plans:

- Community development workers (sometimes called Neighbourhood Management)
- High quality community spaces - in the town centre, suburbs and new urban villages where they will be built into the 'hubs'.
- Efficient and responsive management structure for community facilities
- Assistance from all partners - including developers - to build the capacity of the voluntary and community sector to provide services.

It is widely acknowledged by National and local Government and regional agencies like SEEDA that the voluntary and community sector is a vital element in the development and maintenance of sustainable communities. There have also been a series of reports and funding streams that aim to support the long-term growth of the sector.

05/04/2007

At this stage there is no community development programme for new estates and a contribution from Jemmett Road would not be large enough to start one.

The preparation work on the community spaces in the proposed hubs and suburban areas is under way. We do need some funds for the evidence base but we are seeking them from other sources.

The most pressing need for a developer contribution is for the capacity building of the sector. I note what you say about the developers being unwilling to put the money into a general pot so propose that the contribution goes to one of the identified projects from the business plan.

- An officer to lead the work to develop a 'Centre of Volunteering Excellence'
- An officer to co-ordinate and lead the 'Health and Social Care Consortium'
- A corporate projects officer to improve links between the business sector and voluntary organisations
- A youth projects officer

The volunteering project is particularly suitable as it will be centred on South Ashford. Although the project is projected to cost £75K over one and a half years £20K would allow the work to start and the remaining funds would be found from other partners and existing budgets.

As mentioned in my previous email a contribution from the Jemmett Road developer would also help to set a precedent and be very useful as a signal to other partners that this income stream is likely to bear fruit. We will resubmit our £450K Lottery bid in the Autumn and this contribution would provide tangible evidence to the assessment panel that the programme is supported **and funded** by all partners including the private sector. You will be aware that it is much easier to get match funding once the first partner has shown a positive response.

Please do ask if you need further information. I can supply full details of any of the projects mentioned above.

Regards

Simon Bannister

-----Original Message-----

From: Ian Bailey
Sent: 03 April 2007 17:27
To: Simon Bannister; Kim Harlow
Cc: Lois Jarrett; Roland Mills
Subject: Jemmett Road

Hi Simon/Kim,

Richard Alderton discussed Simon's e-mail seeking a contribution to building capacity in the voluntary sector in Ashford with me yesterday.

I have agreed to consider the request, liaise with you and respond to Lois/Roland by close of play tomorrow.

In my opinion, this is premature as there are no adopted land use planning policies requiring a contribution for the voluntary sector and Core Strategy policies CS8 (strategic tariff) and CS18 (Meeting the Community's needs) are at submission stage, yet to be tested for soundness. Policy CS18 also refers to further details forthcoming in Action Area Plans and Supplementary Planning Documents, which we do not have yet.

As a general rule, planning obligations apply in cases where a planning application would be refused without them. In this case, I would be surprised if the Local Planning Authority would refuse the application without a contribution to the voluntary sector.

That said we may be able to make a case for a contribution based on emerging policy and Richard seems to think that the developer would not be adverse to considering a modest contribution (in the region of £10-20K) from Jemmett Road.

However, planning obligations have to satisfy tests of reasonableness to be successful and this would require any requested obligation being set out in some detail and being related to the site (for example, to fund or part fund a community development worker for the new community generated by the 241 new dwellings at Jemmett Road). This example might be difficult to justify on Jemmett Road as the size of the development is quite modest at 241 dwellings, compared for example to the £50K contribution being sought at the Barracks site from 1,000+ dwellings.

It would not be acceptable to request a contribution for an unspecified use or for a strategic "pot".

Therefore, if you have any ideas how a contribution arising from Jemmett Road might be implemented for a suitable project please let me know before close of play tomorrow.

Thanks

Ian

Appendix 3

29 September 2015

AGREEMENT

under section 106 of the Town and Country Planning Act 1990

between

GILLIAN ELLEN FURMSTON

and others

and

ASHFORD BOROUGH COUNCIL

and

THE KENT COUNTY COUNCIL

**for the Tenterden Southern Extension
(also known as TENT1A)**

Planning & Development
Ashford Borough Council
Civic Centre
Tannery Lane
Ashford
TN23 1PL

Application Number: 14/00757/AS
Legal reference: DS54-0721

THIS DEED is dated 29 September 2015

BETWEEN:

GILLIAN ELLEN FURMSTON of c/o Gullands, 10 Mill Street, Maidstone, Kent ME15 6XT.
("the First Owner" which shall include anyone deriving title from the First Owner)

ALAN VICTOR BATES and **MELINDA MARGARET MARY STANCLIFFE BATES** of Townlands, Six Fields, Tenterden
("the Second Owner" which shall include anyone deriving title from the Second Owner)

THE TOWN MAYOR AND COUNCILLORS OF THE TOWN OF TENTERDEN of Town Hall, Tenterden
("the Third Owner" which shall include anyone deriving title from the Third Owner)

TAYLOR WIMPEY UK LIMITED (company registration number 01392762) of Gatehouse, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR
("the Fourth Owner" which shall include anyone deriving title from the Fourth Owner)

SIMON GEORGE ORPIN of 42 Lower Road, Woodchurch, Ashford, Kent TN26 3SG
("the Fifth Owner" which shall include anyone deriving title from the Fifth Owner)

LLOYDS BANK PLC (company registration number 2065) of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HZ
("the Mortgagee" which shall include anyone deriving title from the Mortgagee)

ASHFORD BOROUGH COUNCIL of Civic Centre, Tannery Lane, Ashford, TN23 1PL ("the Council")

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

INTRODUCTION

- A. The First Owner has a freehold interest in the Site by virtue of being the proprietor with title absolute of the parts of the Site registered under title numbers K298809 and K414028. The Second Owner has a freehold interest in the Site by virtue of being the joint proprietors with title absolute of the part of the Site registered under title number K431785. The Third Owner has a freehold interest in the Site by virtue of being the proprietor with title absolute of the part of the Site registered under title number K519142. The Fourth Owner has a freehold interest in the Site by virtue

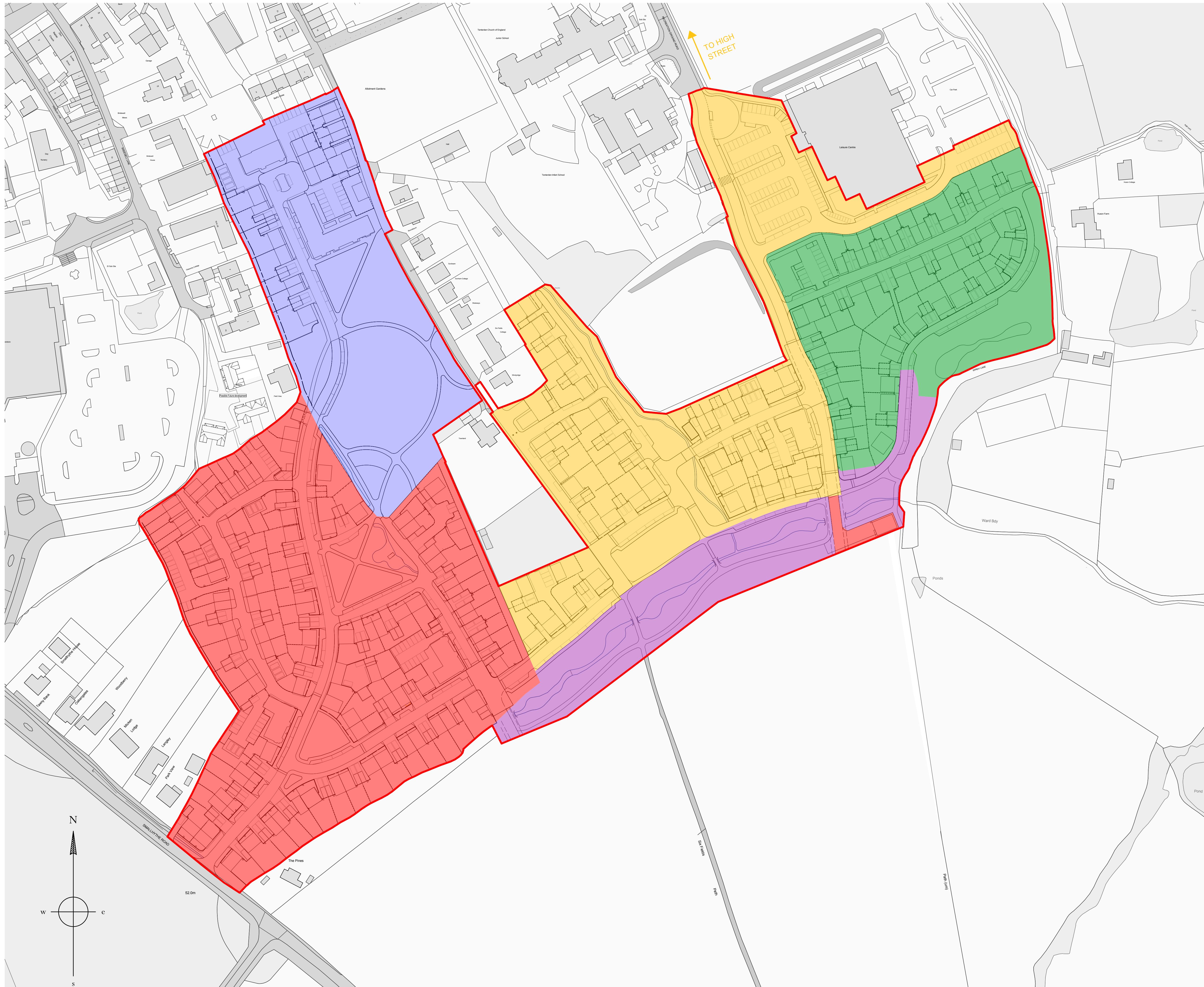
of being the proprietor with title absolute of the part of the Site registered under title number K608123. The Fifth Owner has a freehold interest in the Site by virtue of being the proprietor with title absolute of the part of the Site registered under title number K523750. The Mortgagee has an interest in the Site by virtue of being the proprietor of a charge over the part of the Site registered under title number K523750.

- B. This deed is a planning obligation for the purposes of section 106 of the Town and Country Planning Act 1990 and is enforceable by the Council in full and by the County Council in part, both of which are local planning authorities for the area including the Site.
- C. The contributions are required in order to mitigate the impact of the development, to meet the increased demand for facilities which will be caused by the development and to make the development carbon neutral. Contributions towards monitoring and legal costs are required in order to help cover the Council's costs incurred in connection with this deed. The contributions need to be indexed in order to retain their value.

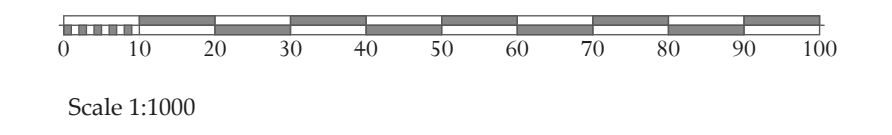
TERMS

- 1. In this deed the following words and expressions shall, unless the context otherwise requires, have the meanings given opposite them:

<u>Words and Expressions</u>	<u>Meanings</u>
Dwelling	A dwelling to be constructed on the Site pursuant to the Planning Permission (irrespective of any non-compliance with any condition)
Exempt Infrastructure Works	Works on the land coloured yellow as shown on the attached plan numbered 25638/004/004
Fourth Owner's Land	The part of the Site shown coloured red on the attached plan labelled "Indicative Phasing Plan"
Infrastructure	The meaning given in section 216 of the Planning Act 2008
Interest	Interest at a rate equal to 2 points above the Bank of England base rate
Occupy	Occupy or cause or permit occupation for the first time of a Dwelling other than for the purposes of construction, fitting out, security, marketing or repair



Adjacent Properties and Boundaries are shown for illustrative purposes only and have not been surveyed unless otherwise stated.
 All areas shown are approximate and should be verified before forming the basis of a decision.
 Do not scale other than for Planning Application purposes.
 All dimensions must be checked by the contractor before commencing work on site.
 No deviation from this drawing will be permitted without the prior written consent of the Architect.
 The copyright of this drawing remains with the Architect and may not be reproduced in any form without prior written consent.
 Ground Floor Slabs, Foundations, Sub-Structures, etc. All work below ground level is shown provisionally. Inspection of ground condition is essential prior to work commencing.
 Reassessment is essential when the ground conditions are apparent, and redesign may be necessary in the light of soil conditions found. The responsibility for establishing the soil and sub-soil conditions rests with the contractor.



- Redline Boundary
- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5

Rev.	Date	Description	Initials
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PROJECT Tenterden Southern Extension

TITLE Indicative Phasing Plan

DATE May 2014

SCALE 1:1000 @ A1, 1:2000 @ A3

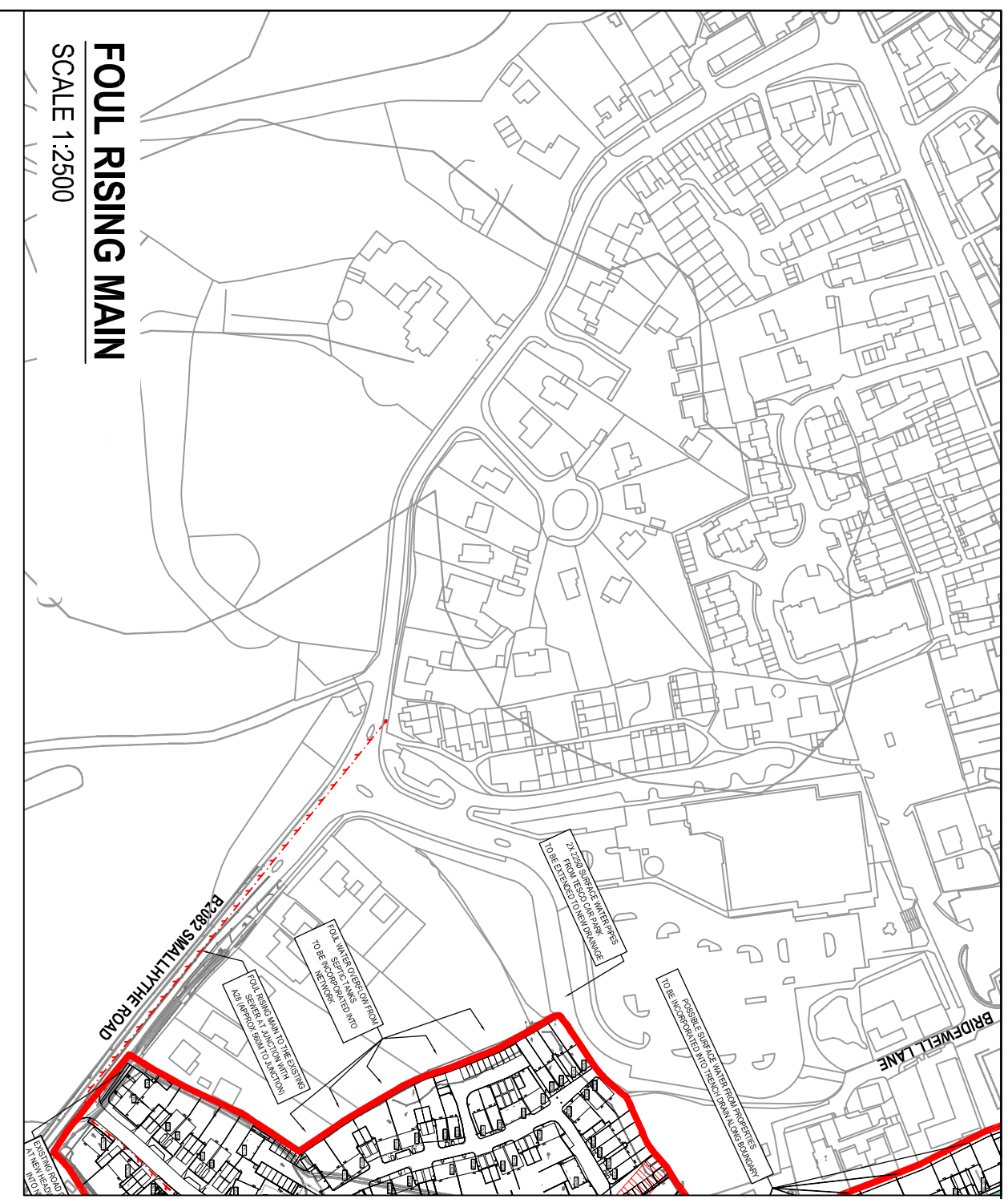
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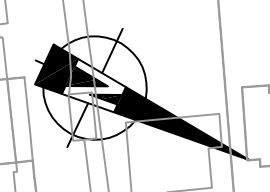
ADAM ARCHITECTURE

OLD HYDE HOUSE, 75 HYDE STREET
 WINCHESTER, HAMPSHIRE, SO23 7DW
 TELEPHONE: 01962 843843 FACSIMILE: 01962 843303
www.adamarchitecture.com contact@adamarchitecture.com

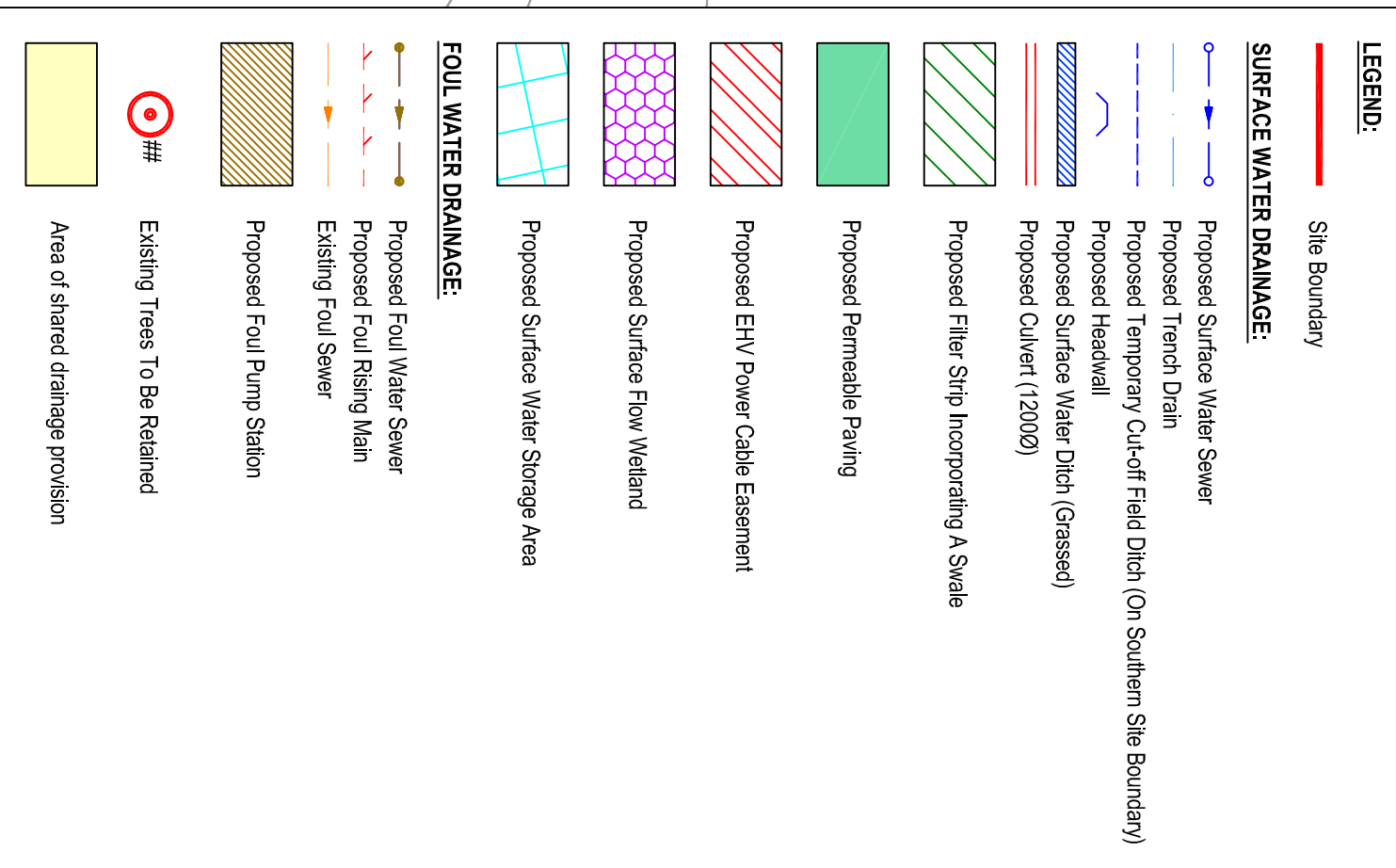
LONDON OFFICE: 6 QUEEN SQUARE, WC1N 3AT
 TELEPHONE: 020 7841 0140 FACSIMILE: 01962 843303
 ADAM ARCHITECTURE IS A TRADING NAME OF ADAM ARCHITECTURE LIMITED



FOUL RISING MAIN
SCALE 1:2500



- NOTES:**
- Do Not Scale From This Drawing.
 - Drawing Based on Adam Masterplan Dated 14th October 2014.



FOR PLANNING

TENTERDEN SOUTHERN EXTENSION

TENT 1A DEVELOPMENT

DRAINAGE LAND

Mark: Revision

Mark	Revision	Drawn	Date	CHKD

SCALING NOTE: Do not scale from this drawing. If in doubt, ask.

UTILITIES NOTE: The position of any existing public or private sewers, utility services, plant or apparatus shown on this drawing is for information only. The Contractor is therefore advised to undertake its own investigation where the presence of any existing sewers, services, plant or apparatus may affect the operations.

Drawing Issue Status

Client
WELBECK STRATEGIC LAND/ TAYLOR WIMPEY

Date of 1st Issue: 30.01.2015
Drawn by: AP
Checked by: TH
AS SHOWN

Drawing Number: 25638/004/004

FOR PLANNING

TENTERDEN SOUTHERN EXTENSION

TENT 1A DEVELOPMENT

DRAINAGE LAND

www.peterbrett.com
Peter Brett Associates LLP
Tel: 01233 851740

File Location: C:\Users\peterbrett\Documents\Projects\Tenterden\Tenterden_Southern_Extension\Tent_1A_Development\Drainage_Land.dwg

(and related expressions "Occupation" and "Occupy" shall be construed accordingly)

Owners	The First Owner, the Second Owner, the Third Owner, the Fourth Owner and the Fifth Owner
Planning Permission	The Site's planning permission to be granted under application number 14/00757/AS
Remaining Owners	The First Owner, the Second Owner, the Third Owner and the Fifth Owner
Remaining Owners' Land	The part of the Site shown coloured purple, blue, yellow and green on the attached plan labelled "Indicative Phasing Plan"
Site	The land to the south of Tenterden town centre shown edged red on the attached plan labelled "Indicative Phasing Plan" but excluding the electricity sub-station on the boundary with Bell's Close

2. The Owners covenant with the Council and the County Council as set out in schedule 1. The Owners covenant with the Council as set out in schedule 3.
3. No provisions of this deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
4. This deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the start of construction of any of the Dwellings PROVIDED THAT the Exempt Infrastructure Works shall not constitute construction of any of the Dwellings.
5. The Mortgagee acknowledges that this deed has been entered into by the Fifth Owner with its consent and that the part of the Site subject to the Mortgagee's charge shall be bound by the obligations contained in this deed and that the security of the mortgage over that part of the Site shall take effect subject to this deed provided that the Mortgagee shall otherwise have no liability under this deed unless it takes possession of that part of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Fifth Owner.

6. Where the context allows, words having the singular meaning include the plural meaning and vice versa.
7. The construction, validity, performance and enforcement of this deed are governed by English law. If any provision in this deed shall be held to be invalid, illegal or unenforceable it shall be deemed to be deleted and the validity, legality and enforceability of the remaining provisions of this deed shall not in any way be affected or impaired.
8. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this deed. If the dispute remains unresolved, the parties shall refer it to mediation unless a party does not agree to mediation. If there is mediation, the parties shall appoint a mediator and each party shall engage with the mediator and the other parties and participate in the mediation process. If the parties resolve the dispute, the terms of the resolution shall be recorded and be binding on the parties as necessary.
9. When an owner is more than one person, this deed can be enforced against all of those persons jointly and against each individually.
10. This deed is of no effect until it has been dated.
11. If any dwelling is permitted to be constructed or created in or partly within any part of the Site by a planning permission granted on or after the date of this deed other than the Planning Permission, the Owners covenant jointly and severally with the Council and the County Council to comply with the covenants obligations and terms of this deed as if such dwelling were a Dwelling (as defined in this deed) notwithstanding that it is not constructed pursuant to the Planning Permission, subject to the terms of any variation of this deed which may be entered into in connection with such planning permission or otherwise.

IN WITNESS whereof this deed has been executed but not delivered until the date hereof

SCHEDULE 1

FINANCIAL CONTRIBUTIONS AND OTHER OBLIGATIONS

1 CONTRIBUTION ON SIGNING

- 1.1. The Owners covenant jointly and severally with the Council to pay to the Council on the date of this deed the following:

Legal costs contribution	£7000
Amount to be paid	£7000

- 1.2. The Owners covenant jointly and severally with the County Council to pay to the County Council on the date of this deed the following

Legal costs contribution	£1200
Amount to be paid	£1200

2 START OF CONSTRUCTION

- 2.1. The Owners covenant jointly and severally with the Council not to start construction of any of the Dwellings until a notice of commencement (available from the Council's website) has been sent to the Council.

- 2.2. The Fourth Owner covenants with the Council to pay to the Council on the date construction of any of the Dwellings on the Fourth Owner's Land starts the following:

CPZ contribution	£10,000
Monitoring fee	£15,000
Parking contribution	£31,500
Amount to be paid	£56,500+ indexation increase (see paragraph 9.3)

- 2.3. The Remaining Owners covenant jointly and severally with the Council to pay to the Council on the date construction of any of the Dwellings on the Remaining Owners' Land starts the following:

Monitoring fee	£15,000
Parking contribution	£38,500
Amount to be paid	£53,500 + indexation increase (see paragraph 9.3)

3 SUBMISSION OF FIRST APPLICATION TO DISCHARGE CONDITIONS

- 3.1. The Fourth Owner covenants with the Council to pay to the Council on the date the first application to discharge conditions is submitted (by either the Fourth Owner or the Remaining Owners) the following:

Quality monitoring fee	£6,750
Amount to be paid	£6,750 + indexation increase (see paragraph 9.3)

- 3.2. The Remaining Owners covenant jointly and severally with the Council to pay to the Council on the date the first application to discharge conditions is submitted (by either the Fourth Owner or the Remaining Owners) the following:

Quality monitoring fee	£8,250
Amount to be paid	£8,250 + indexation increase (see paragraph 9.3)

4 CONTRIBUTION ON ANNIVERSARY OF SUBMISSION OF FIRST APPLICATION TO DISCHARGE CONDITIONS

- 4.1. The Fourth Owner covenants with the Council to pay to the Council on the anniversary of the date the first application to discharge conditions was submitted and on the four subsequent anniversaries the following:

Quality monitoring fee	£6,750
Amount to be paid	£6,750 + indexation increase (see paragraph 9.3)

- 4.2. The Remaining Owners covenant jointly and severally with the Council to pay to the Council on the anniversary of the date the first application to discharge conditions was submitted and on the four subsequent anniversaries the following:

Quality monitoring fee	£8,250
Amount to be paid	£8,250 + indexation increase (see paragraph 9.3)

5 OCCUPATION OF FIRST DWELLING

- 5.1. The Owners covenant jointly and severally with the Council and the County Council to pay to the Council on the date the first Dwelling is Occupied for the first time the following:

Travel plan monitoring fee	£1,000
Amount to be paid	£1,000 + indexation increase (see paragraph 9.3)

- 5.2. Each of the Owners covenants with the Council and the County Council to implement and comply with the travel plan (as listed in the Planning Permission and as may be subsequently amended as requested by the County Council) from the date the first Dwelling is Occupied for the first time and so long as the Dwellings are in use

- 5.3. Each of the Owners covenants with the Council and the County Council:

- 5.3.1. to review the travel plan with the County Council each year for 5 years starting with the date the first Dwelling was Occupied for the first time
- 5.3.2. not to unreasonably refuse to make amendments to the travel plan requested by the County Council
- 5.3.3. to supply the Council with any amendments to the travel plan

6 CONTRIBUTION ON ANNIVERSARY OF OCCUPATION OF FIRST DWELLING

The Owners covenant jointly and severally with the Council and the County Council to pay to the Council on the first anniversary of the date the first Dwelling was Occupied for the first time and on the three subsequent anniversaries the following:

Travel plan monitoring fee	£1,000
Amount to be paid	£1,000 + indexation increase (see paragraph 9.3)

7 CONTRIBUTIONS ON OCCUPATION OF EVERY 20 DWELLINGS

- 7.1. The Fourth Owner covenants with the Council and the County Council to pay to the Council on the following dates the amounts in paragraph 7.3 multiplied by the number of Dwellings specified:

Payment Date	Number of Dwellings
When the first 20 Dwellings on the Fourth Owner's Land have been Occupied for the first time	20
When the next 20 Dwellings on the Fourth Owner's Land have been Occupied for the first time	20
When the next 20 Dwellings on the Fourth Owner's Land have been Occupied for the first time	20
When the next 20 Dwellings on the Fourth Owner's Land have been Occupied for the first time	52

- 7.2. The Remaining Owners covenant jointly and severally with the Council and the County Council to pay to the Council on the following dates the amounts in paragraph 7.3 multiplied by the number of Dwellings specified:

Payment Date	Number of Dwellings
When the first 20 Dwellings on the Remaining Owners' Land have been Occupied for the first time	20
When the next 20 Dwellings on the Remaining Owners' Land have been Occupied for the first time	20
When the next 20 Dwellings on the Remaining Owners' Land have been Occupied for the first time	20
When the next 20 Dwellings on the Remaining Owners' Land have been Occupied for the first time	20
When the next 20 Dwellings on the Remaining Owners' Land have been Occupied for the first time	58

7.3.	Adult social care contribution	£77.58
	Community learning contribution	£34.45
	Cycleway contribution	£58.23
	Libraries contribution	£213.14
	Secondary schools contribution	£589.95 for each 2-bed flat or

	larger £2,359.80 for each house
Youth services contribution	£51.87
Amount to be paid per Dwelling	To be calculated + indexation increase (see paragraph 9.1)

Allotments contribution	£324
Outdoor sports pitches contribution	£1,915
Strategic parks contribution	£47
Amount to be paid per Dwelling	£2,286 + indexation increase (see paragraph 9.2)

Health care contribution	£504 for each 1-bed Dwelling £720 for each 2-bed Dwelling £1008 for each 3-bed Dwelling £1260 for each 4-bed Dwelling £1728 for each 5-bed Dwelling or larger £0 for any Affordable Rent Units £0 for any Shared Ownership Units (see schedule 3)
Voluntary sector contribution	£83
Amount to be paid per Dwelling	To be calculated + indexation increase (see paragraph 9.3)

Carbon off-setting contribution	To be calculated as follows using the table in schedule 2: (a) Insert the total number of tonnes of carbon dioxide emissions for the Dwelling (from the energy performance certificate) in the column for the year in which that Dwelling was first Occupied (b) Insert the same number in the columns for the nine subsequent years (c) Multiply the number by the figure in the row below in each of the 10 columns
---------------------------------	--

	(d) Add all 10 sub-totals together (e) The total is the amount payable for that Dwelling
Amount to be paid per Dwelling	To be calculated

8 QUALITY MONITORING

8.1. Each of the Owners covenants with the Council and the Council covenants with the Owners as follows:

- (a) Prior to the commencement of development, all parties to notify the other parties of their single point of contact in connection with this paragraph. Each single point of contact to be a suitably experienced individual authorised to make relevant decisions and who will devote commensurate time to the development as necessary
- (b) Prior to the submission of any applications to discharge conditions, the Owners to agree with the Council a specification for engagement with the local community regarding the satisfaction of planning conditions imposed on the Planning Permission and the Owners to thereafter use all reasonable endeavours to engage with the local community in accordance with the agreed specification taking into account the Owners' commercial objectives for the development
- (c) The Owners to use all reasonable endeavours to submit applications to discharge planning conditions in a timely manner taking into account the Owners commercial objectives for the development and to respond to any requests for additional information from the Council also in a timely manner
- (d) The Council to use all reasonable endeavours to determine applications to discharge planning conditions in a timely manner and the Council's single point of contact (if not determining the application) to help in resolving any issues preventing discharge. The Council to use all reasonable endeavours to answer any queries in a timely manner
- (e) All parties to approach issues in relation to the construction of the development in a positive way and to work together towards solutions to any problems and in particular the Council to act reasonably in the context of its statutory duties and functions and recognising that it is a public authority and not a commercial organisation
- (f) All parties to use their single point of contact to at least initially raise any issues regarding the satisfaction of conditions

- (g) Through the single points of contact, all parties to monitor compliance with the planning conditions
- (h) Through the single points of contact, all parties to attend site meetings during the construction of the development (provided that such meeting shall not be held more than once every two months or such other times as may reasonably be agreed between the parties) in order to review key milestones and resolve issues arising from implementation of the scheme that impact on the implementation of the Planning Permission and the amenities of the existing community
- (i) Through the single points of contact, all parties to attend the “TENT1 Steering Group” meetings if requested to do so by the TENT 1 Steering Group meetings during the construction of the development in order to discuss the discharge of the planning conditions and discuss the implementation of the development. All parties to use all reasonable but commercially prudent endeavours to implement any recommendations made by the “TENT1 Steering Group”
- (j) The Owners to provide the Council’s single point of contact with access to the Site at all reasonable times during construction of the development in order to review and ensure timely and effective compliance with the planning conditions

8.2. Nothing in paragraph 8.1 shall require the Owners to do or refrain from doing anything which would be contrary to any law, rule or regulation Nothing in paragraph 8.1 shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities

9 INDEXATION

9.1. Each of the Owners covenants with the Council and the County Council to calculate the indexation increase of the amount referred to in paragraph 7.3 using this formula:

$$\left(\left(\frac{\text{most recent monthly index figure for the "General Building Cost Index" when the payment is due}}{\text{index figure for October 2014 for the "General Building Cost Index"}} \right) - 1 \right) \times \text{Amount calculated}$$

If the “General Building Cost Index” ceases to be published, each of the Owners covenants with the Council and the County Council to use the replacement formula which the Council would specify on its website.

9.2. Each of the Owners covenants with the Council to calculate the indexation

increase of the amount referred to in paragraph 7.3 using this formula:

$$\left(\left(\frac{\text{most recent quarterly index figure for the "Output Price Indices for Public Works" when the payment is due}}{225} \right) - 1 \right) \times \text{£2,286}$$

If the "Output Price Indices for Public Works" ceases to be published, each of the Owners covenants with the Council to use the replacement formula which the Council would specify on its website.

- 9.3. Each of the Owners covenants with the Council and the County Council to calculate the indexation increase of the quality monitoring fee, travel plan monitoring fee and the amounts referred to in paragraphs 2.2, and 7.3 using this formula:

$$\left(\left(\frac{\text{most recent quarterly index figure for the "All-in Tender Price Index" when the payment is due}}{\text{index figure for the fourth quarter of 2014 for the "All-in Tender Price Index"}} \right) - 1 \right) \times \text{relevant amount}$$

If the "All-in Tender Price Index" ceases to be published, each of the Owners covenants with the Council and the County Council to use the replacement formula which the Council would specify on its website.

10 PAYMENTS

- 10.1. Each of the Owners covenants with the Council to pay the contributions and fees by using the Council's paying-in form (available from the Council's website).
- 10.2. If any payment is not made by the date on which it is due, each of the Owners covenants with the Council and the County Council to pay Interest on the sum due from the due date until the date on which payment is received.

11 CONDITIONS

- 11.1. The covenants are conditional on:

- (a) The Planning Permission being issued
- (b) The Council and the County Council not enforcing this deed against any person who has parted with their entire interest in the Site or that part in respect of which such breach occurred (except for liability for any subsisting breach arising prior to parting with

- such interest)
- (c) The Council and the County Council not enforcing this deed against a person whose interest in any part of the Site is solely for the purpose of drainage, sewerage or the supply of electricity, gas, water, or telecommunications
 - (d) The Council and the County Council not enforcing this deed (excluding paragraphs 2.3 and 4 of schedule 3) against individual owners and occupiers of a Dwelling

11.2. The monitoring fee, quality monitoring fee and the contributions listed below are paid on condition that:

11.2.1. The Council only uses them for the purposes specified:

- (a) The allotments contribution for or towards the provision of 0.12ha of allotments and ancillary facilities within the civil parish of Tenterden or within 1 mile of the boundary of the civil parish of Tenterden and maintenance thereof
- (b) The carbon off-setting contribution for funding carbon savings excluding Infrastructure (which may include costs relating to the designing, procuring, delivering, administering and project managing of works or services or the repayment and reimbursement of expenditure and forward funding (irrespective of when incurred))
- (c) The CPZ contribution for or towards the making and implementation of a traffic regulation order in order to introduce parking restrictions for the roads on the Site
- (d) The monitoring fee for monitoring compliance with this deed and the Planning Permission
- (e) The outdoor sports pitches contribution for or towards the provision of 1 ha of sports pitches and ancillary facilities within the civil parish of Tenterden or within 1 mile of the boundary of the civil parish of Tenterden and maintenance thereof
- (f) The parking contribution for or towards the provision of and/or improvements to parking facilities in the Bridewell Lane car park in Tenterden
- (g) The quality monitoring fee for funding the work of the Council's single point of contact under paragraph 8.1 and administrative and technical support to assist them
- (h) The voluntary sector contribution for or towards the provision of facilities for use by voluntary organisations and/or towards community development and voluntary sector activity excluding Infrastructure and within the civil parish of Tenterden or within 1 mile of the boundary of the civil parish of Tenterden

11.2.2. The Council refunds on request any part of the contributions listed which have not been spent within 15 years of the date of

receipt of the final payment for that contribution

11.3. The strategic parks contribution is paid on condition that:

11.3.1. The Council releases the money to Tenterden Town Council and that before it does so, the Council obtains confirmation from the Town Council that the money will be spent within 10 years of the date of receipt of the final payment of the strategic parks contribution by the Town Council and that the monies will only be used for or towards improvements to Tenterden Recreation Ground (including the adjacent Glebe Field) and maintenance thereof

11.3.2. The Council refunds on request the relevant sum in the event it is unable to obtain the necessary confirmation from the Town Council

11.4. The travel plan monitoring fee and the contributions listed below are paid on condition that:

11.4.1. The Council releases the money to the County Council and that before it does so, the Council obtains confirmation from the County Council that the money will be spent within 15 years of the date of the receipt of the final payment for that contribution by the County Council and that the monies will only be used for the purposes specified:

- (a) The adult social care contribution for or towards the “Changing Places Project” and access adaptations at the Tenterden Day Centre, Church Road, Tenterden
- (b) The community learning contribution for additional classes in the Tenterden area (comprising rent and equipment)
- (c) The cycleway contribution for or towards the provision of two cycling links from the Site to Sandy Lane and for or towards the maintenance of bridges on Six Fields Path and Sandy Lane
- (d) The libraries contribution for or towards the project to provide facilities including books at Tenterden Library
- (e) The secondary schools contribution for the project to provide additional classroom accommodation and ancillary facilities at Homewood School
- (f) The travel plan monitoring fee for the monitoring and review of the travel plan (which may include the recovery of costs previously incurred)
- (g) The youth services contribution for additional youth service programmes and delivery in Tenterden

11.4.2. The Council refunds on request the relevant sum in the event it is unable to obtain the necessary confirmation from the County

Council

11.5. The health care contribution is paid on condition that:

11.5.1. The Council releases the money to the relevant NHS body and that before it does so, the Council obtains confirmation from the body that the money will be spent within 15 years of the date of receipt of the final payment of the healthcare contribution by the NHS body and will only be used for the project to improve, add to or replace Ivy Court Surgery in Tenterden

11.5.2. The Council refunds on request the relevant sum in the event it is unable to obtain the necessary confirmation from the relevant NHS body

SCHEDULE 2

CARBON OFF-SETTING CONTRIBUTION

Years	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Tonnes of CO ₂ emissions for the Dwelling																					
Multiply by	29.8	30.4	31.0	31.6	32.3	32.9	33.6	34.3	34.9	35.6	36.4	37.1	37.8	38.6	39.4	40.1	40.9	41.8	42.6	43.4	44.3
Sub-total																					
Add all 10 sub-totals together = Amount to be paid for that Dwelling	£																				

SCHEDULE 3

AFFORDABLE HOUSING

1. In this deed the following words and expressions shall, unless the context otherwise requires, have the meanings given opposite them:

Words and Expressions

Meanings

Affordable Housing Land

In respect of the Fourth Owner's Land, the parts of the Site shown coloured and hatched blue and coloured and hatched red together with the corresponding parking spaces coloured orange and the corresponding curtilage coloured green on the attached plan numbered 5654U/003-E and in respect of the Remaining Owners' Land, the parts of the Site shown coloured and hatched orange together with the corresponding parking spaces coloured orange and the corresponding curtilage coloured green on the attached plan numbered 5654U/003-E

Affordable Rent Units

In respect of the Fourth Owner's Land, the Dwellings specified as such on the first page of the attached "Affordable Units Schedule" and in respect of the Remaining Owners' Land, the Dwellings to be approved as such by the Council under paragraph 2.2

Long Leasehold

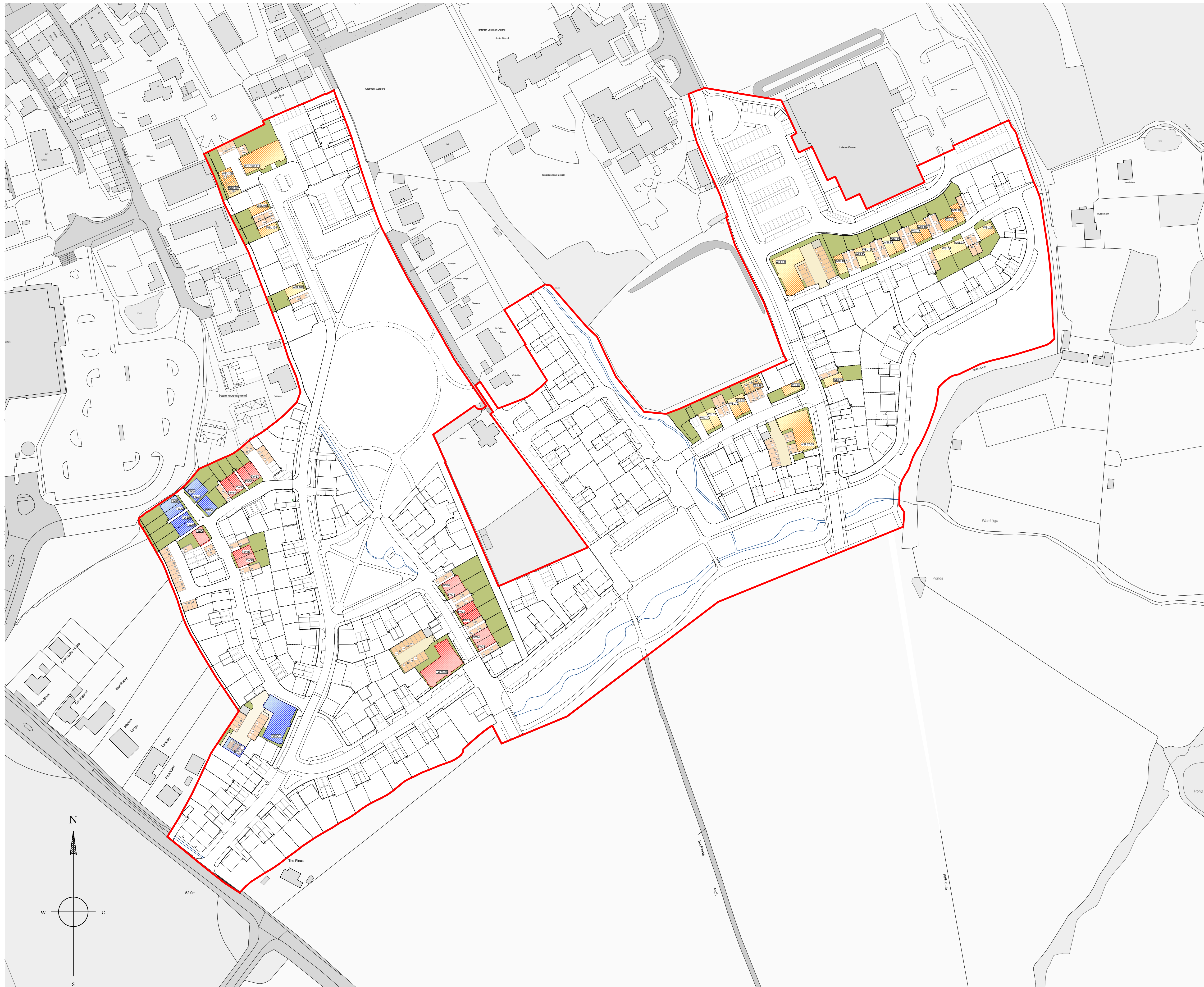
A term of a minimum of 125 years at a peppercorn ground rent and a service charge which relates only to the building within which the Affordable Rent Units are located and any curtilage and common parts other than those which exclusively serve any part of the Site other than the Affordable Rent Units and which is unencumbered

Market Rent

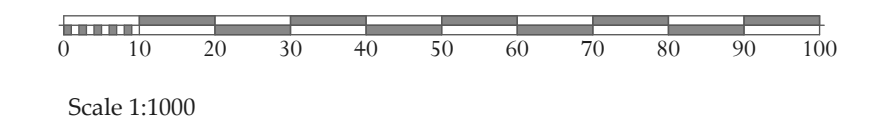
means the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.3 of the Royal Institution of Chartered Surveyors' Appraisal and Valuation Standards 6th Edition dated January 2008 as amended

Open Market Dwellings

All Dwellings excluding the Affordable Rent Units and the Shared Ownership Units



Adjacent Properties and Boundaries are shown for illustrative purposes only and have not been surveyed unless otherwise stated.
 All areas shown are approximate and should be verified before forming the basis of a decision.
 Do not scale other than for Planning Application purposes.
 All dimensions must be checked by the contractor before commencing work on site.
 No deviation from this drawing will be permitted without the prior written consent of the Architect.
 The copyright of this drawing remains with the Architect and may not be reproduced in any form without prior written consent.
 Ground Floor Slabs, Foundations, Sub-Structures, etc. All work below ground level is shown provisionally. Inspection of ground condition is essential prior to work commencing.
 Reassessment is essential when the ground conditions are apparent, and redesign may be necessary in the light of soil conditions found. The responsibility for establishing the soil and sub-soil conditions rests with the contractor.



- Redline Boundary
- Affordable unit - tenure to be confirmed
- Affordable rented
- Shared ownership

Rev.	Date	Description	Initials
E	Apr. 2015	Annotations, colour added to affordable gardens and parking.	CH
D	Apr. 2015	Affordable rent and shared ownership specified.	CH
C	Jan. 2015	Revisions to flats, position of units TW 18 to TW 21 revised, TW 17 became affordable in place of TW 26 which ceased to be affordable unit.	CH
B	Nov. 2014	Revisions to unit types	JM
A	Sept. 2014	Site plan and affordable housing allocation revised.	CH

PROJECT Tenterden Southern Extension

TITLE Site Plan showing Tenure

DATE 09/05/2014

SCALE 1:1000 @ A1, 1:2000@A3

DRAWING No. 5654U/003-E

DRAWN BY BP

ADAM ARCHITECTURE

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 ADAM ARCHITECTURE IS A TRADING NAME OF ADAM ARCHITECTURE LIMITED

Registered Provider of Social Housing

A provider of social housing registered with the regulator of social housing and who has signed a nominations agreement with the Council

Shared Ownership Units

In respect of the Fourth Owner's Land, the Dwellings specified as such on the first page of the attached "Affordable Units Schedule" and in respect of the Remaining Owners' Land, the Dwellings to be approved as such by the Council under paragraph 2.2

2. OBLIGATIONS ON COMMENCEMENT

- 2.1. The Fourth Owner covenants with the Council to construct the Affordable Rent Units and the Shared Ownership Units in the locations on the Fourth Owner's Land and with the floorspace, number of bedrooms and size of bedrooms as specified on the attached plan numbered 5654U/003-E and the first page of the attached "Affordable Units Schedule".
- 2.2. The Remaining Owners covenant jointly and severally with the Council not to start construction of any of the Dwellings on the Remaining Owners' Land until the Council has approved which of the 21 Dwellings on the second page of the "Affordable Housing Schedule" are to be Affordable Rent Units and which of the remaining 27 Dwellings on the second page of the "Affordable Housing Schedule" are to be Shared Ownership Units
- 2.3. The Remaining Owners covenant jointly and severally with the Council to construct the Affordable Rent Units and the Shared Ownership Units in the locations on the Remaining Owners' Land and with the floorspace, number of bedrooms and size of bedrooms as specified on the attached plan numbered 5654U/003-E and the second page of the attached "Affordable Housing Schedule" and as approved by the Council under paragraph 2.2

3. OBLIGATIONS ON OCCUPATION OF 75% OF OPEN MARKET DWELLINGS ON FOURTH OWNER'S LAND

The Fourth Owner covenants with the Council not to Occupy nor to allow Occupation of more than 75% of the Open Market Dwellings on the Fourth Owner's Land until:

- 3.1. All of the Affordable Rent Units and Shared Ownership Units on the Fourth Owner's Land have been completed and made ready for Occupation
- 3.2. The freehold of the Affordable Housing Land on the Fourth Owner's Land has been transferred to the Registered Provider of Social Housing (in the case of flats a Long Leasehold may be granted instead)

Old Hyde House, 75 Hyde Street,
Winchester, Hampshire SO23 7DW
Telephone: 01962 843843 Fax: 01962 843303

Rev: First Issue
Date: 11/05/15

Taylor Wimpey Site (West)

Plot No.	Tenure Affordable Rented/Shared Ownership	House /Flat/ FOG	Wheelchair unit Y/N	Type	Intl area m2	Intl area ft2	BR	Bedroom sizes (m ²)
8	A/R	F	N	Apt Block 1	50.74	546	1	14.8
9	A/R	F	N	Apt Block 1	52.30	563	1	13.5
10	A/R	F	N	Apt Block 1	61.57	663	2	12.4/8.9
11	A/R	F	N	Apt Block 1	50.47	543	1	13.5
12	A/R	F	N	Apt Block 1	61.57	663	2	12.4/8.9
13	A/R	F	N	Apt Block 1	50.09	539	1	13.5
14	A/R	F	N	Apt Block 1	65.76	708	2	12.1/8.0
15	A/R	F	N	Apt Block 1	50.42	543	1	12.1
16	A/R	F	N	Apt Block 1	50.04	539	1	13.6
17	A/R	FOG	N	FOG2A	65.00	700	1	13.7
27	A/SO	H	N	W-3-2-C-A	96.60	1040	3	14.5/12.0/8.0
28	A/R	H	N	N-2-2-C-B	83.00	893	2	15.4/12.8
29	A/R	H	N	N-2-2-C-B	83.00	893	2	15.4/12.8
30	A/R	H	N	N-2-2-C-B1	101.00	1087	2	22.2/19.3
31	A/R	H	N	N-2-2-C-B	83.00	893	2	15.4/12.8
32	A/R	H	N	N-1-2-C-A	71.00	764	1	15.1
33	A/R	H	N	N-1-2-C-A	71.00	764	1	15.1
34	A/R	H	N	W-3-2-C-A2	96.60	1040	3	14.5/12.0/8.0
36	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
37	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
54	A/SO	H	N	N-2-2-C-B	83.00	893	2	15.4/12.8
55	A/SO	H	N	N-2-2-C-B	83.00	893	2	15.4/12.8
56	A/SO	H	N	N-2-2-C-B1	101.00	1087	2	22.2/19.3
57	A/SO	H	N	N-2-2-C-B	83.00	893	2	15.4/12.8
70	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
71	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
72	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
73	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
74	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
75	A/SO	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
78	A/SO	F	N	Apt Block 2	65.76	708	2	12.1/8.0
79	A/SO	F	N	Apt Block 2	50.04	539	1	13.6
80	A/SO	F	N	Apt Block 2	50.42	543	1	12.1
81	A/SO	F	N	Apt Block 2	52.30	563	1	13.5
82	A/SO	F	N	Apt Block 2	50.74	546	1	14.8
83	A/SO	F	N	Apt Block 2	50.47	543	1	13.5
84	A/SO	F	N	Apt Block 2	61.57	663	2	12.4/8.9
85	A/SO	F	N	Apt Block 2	50.09	539	1	13.5
86	A/SO	F	N	Apt Block 2	61.57	663	2	12.4/8.9

Old Hyde House, 75 Hyde Street,
Winchester, Hampshire SO23 7DW
Telephone: 01962 843843 Fax: 01962 843303

Rev: First Issue
Date: 11/05/15

Welbeck Sites (East and North)

Plot No.	Tenure Affordable Rented/Shared Ownership	House /Flat/ FOG	Wheelchair unit Y/N	Type	Intl area m2	Intl area ft2	BR	Bedroom sizes (m ²)
1	A/TBC	F	N	Apt Block 4	63.01	678	2	12.4/8.5
2	A/TBC	F	N	Apt Block 4	50.07	539	1	12.3
3	A/TBC	F	N	Apt Block 4	50.63	545	1	12.7
4	A/TBC	F	N	Apt Block 4	52.80	568	1	13.6
5	A/TBC	F	N	Apt Block 4	51.31	552	1	13.9
6	A/TBC	F	N	Apt Block 4	61.22	659	2	12.1/8.0
7	A/TBC	F	N	Apt Block 4	50.59	545	1	13.6
8	A/TBC	F	N	Apt Block 4	61.23	659	2	12.1/8.0
9	A/TBC	F	N	Apt Block 4	50.59	545	1	13.6
10	A/TBC	H	N	N-2-2-C-D	83.00	893	2	15.4/12.8
11	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
12	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
13	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
14	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
15	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
16	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
17	A/TBC	H	N	W-3-2-C-A	96.90	1043	3	14.5/12.0/8.0
18	A/TBC	H	N	N-2-2-C-D1	83.00	893	2	15.4/12.8
22	A/TBC	H	N	W-3-2-C-A	96.60	1040	3	14.5/12.0/8.0
23	A/TBC	H	N	W-3-2-C-A	96.60	1040	3	14.5/12.0/8.0
24	A/TBC	H	N	W-3-2-C-A	96.60	1040	3	14.5/12.0/8.0
34	A/TBC	H	N	N-2-2-C-D1	83.00	893	2	15.4/12.8
57	A/TBC	F	N	Apt Block 3	50.80	547	1	14.8
58	A/TBC	F	N	Apt Block 3	52.36	564	1	13.5
59	A/TBC	F	N	Apt Block 3	61.57	663	2	12.4/8.0
60	A/TBC	F	N	Apt Block 3	50.09	539	1	13.5
61	A/TBC	F	N	Apt Block 3	61.56	663	2	12.4/8.0
62	A/TBC	F	N	Apt Block 3	50.09	539	1	13.5
63	A/TBC	F	N	Apt Block 3	66.94	721	2	13.3/9.1
64	A/TBC	F	N	Apt Block 3	51.22	551	1	12
65	A/TBC	F	N	Apt Block 3	50.35	542	1	12.5
66	A/TBC	H	N	N-2-2-C-D4	83.00	893	2	15.4/12.8
68	A/TBC	FOG	N	FOG2A	65.00	700	1	13.7
69	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
70	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
71	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
72	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
101	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
104	A/TBC	H	N	N-2-2-C-A	83.00	893	2	15.4/12.8
105	A/TBC	H	N	N-2-2-C-D1	83.00	893	2	15.4/12.8
107	A/TBC	FOG	N	FOG1	54.00	581	1	12.4
108	A/TBC	FOG	N	FOG1	54.00	581	1	12.4
109	A/TBC	F	N	Apt Block 6	50.57	544	1	12.0
110	A/TBC	F	N	Apt Block 6	66.38	715	2	13.6/8.0
111	A/TBC	F	N	Apt Block 6	69.37	747	2	13.6/8.1
112	A/TBC	F	N	Apt Block 6	58.58	631	1	16.9
113	A/TBC	F	N	Apt Block 6	66.37	714	2	13.6/8.0
114	A/TBC	F	N	Apt Block 6	66.73	718	2	13.6/8.1

4. OBLIGATIONS ON OCCUPATION OF 75% OF OPEN MARKET DWELLINGS ON REMAINING OWNERS' LAND

The Remaining Owners covenant jointly and severally with the Council not to Occupy nor to allow Occupation of more than 75% of the Open Market Dwellings on the Remaining Owners' Land until:

- 4.1. All of the Affordable Rent Units and Shared Ownership Units on the Remaining Owners' Land have been completed and made ready for Occupation
- 4.2. The freehold of the Affordable Housing Land on the Remaining Owners' Land has been transferred to the Registered Provider of Social Housing (in the case of flats a Long Leasehold may be granted instead)

5. OBLIGATIONS ON COMPLETION OF AFFORDABLE HOUSING ON FOURTH OWNER'S LAND

The Fourth Owner covenants with the Council as follows:

- 5.1. Not to Occupy nor to allow Occupation of the Affordable Rent Units and Shared Ownership Units on the Fourth Owner's Land other than:
 - (a) in the tenure specified on the first page of the attached "Affordable Housing Schedule"
 - (b) by a tenant or leaseholder of a Registered Provider of Social Housing
- 5.2. Not to Occupy nor to allow Occupation of any Shared Ownership Unit on the Fourth Owner's Land other than under a lease which includes the following terms:
 - (a) initial purchase in the range of 25%-75% equity dependent upon the ability of the purchasers to obtain finance
 - (b) rent for the outstanding equity and any service charges at an average over all the Shared Ownership Units on the Fourth Owner's Land taken together of 2.75% (but with a maximum for any individual Shared Ownership Unit of 3%) of the value of the outstanding equity and thereafter increasing in accordance with the Homes and Communities Agency's guidance for rental increases on shared ownership homes
 - (c) the ability but no obligation to purchase additional shares of equity of 10% or more at any one time at a valuation to be independently determined
- 5.3. Not to Occupy nor to allow Occupation of any Affordable Rent Unit on the Fourth Owner's Land other than under a tenancy where the rent payable is no more than 80% of the market rent including any service charges

- 5.4. Not to let the Affordable Rent Units on the Fourth Owner's Land and not to lease the Shared Ownership Units on the Fourth Owner's Land other than in accordance with the nominations agreement in force from time to time between the Council and the Registered Provider of Social Housing

6. OBLIGATIONS ON COMPLETION OF AFFORDABLE HOUSING ON REMAINING OWNERS' LAND

The Remaining Owners covenant jointly and severally with the Council as follows:

- 6.1. Not to Occupy nor to allow Occupation of the Affordable Rent Units and Shared Ownership Units on the Remaining Owners' Land other than:
- (a) in the tenure approved by the Council under paragraph 2.2
 - (b) by a tenant or leaseholder of a Registered Provider of Social Housing
- 6.2. Not to Occupy nor to allow Occupation of any Shared Ownership Unit on the Remaining Owners' Land other than under a lease which includes the following terms:
- (a) initial purchase in the range of 25%-75% equity dependent upon the ability of the purchasers to obtain finance
 - (b) rent for the outstanding equity and any service charges at an average over all the Shared Ownership Units on the Remaining Owners' Land taken together of 2.75% (but with a maximum for any individual Shared Ownership Unit of 3%) of the value of the outstanding equity and thereafter increasing in accordance with the Homes and Communities Agency's guidance for rental increases on shared ownership homes
 - (c) the ability but no obligation to purchase additional shares of equity of 10% or more at any one time at a valuation to be independently determined
- 6.3. Not to Occupy nor to allow Occupation of any Affordable Rent Unit on the Remaining Owners' Land other than under a tenancy where the rent payable is no more than 80% of the market rent including any service charges
- 6.4. Not to let the Affordable Rent Units on the Remaining Owners' Land and not to lease the Shared Ownership Units on the Remaining Owners' Land other than in accordance with the nominations agreement in force from time to time between the Council and the Registered Provider of Social Housing

7. CONDITIONS

The covenants in this schedule are conditional on:

- 7.1. In the event that the Registered Provider of Social Housing is unable, after having marketed the property in accordance with its nominations agreement with the Council, to lease a Shared Ownership Unit, the Registered Provider of Social Housing being able to let that Dwelling as an Affordable Rent Unit instead
- 7.2. The Council not enforcing this schedule against:
- (a) Any mortgagee or chargee of the Registered Provider of Social Housing (including any receiver appointed) in the event it takes possession of the Affordable Housing Land, as long as:
 - i. the Council is notified that a power of sale has become exercisable;
 - ii. the mortgagee or chargee is unable, despite using all reasonable endeavours, within a period of 8 weeks from the date of notification to enter into a binding contract to dispose of the Affordable Housing Land to another Registered Provider of Social Housing or to the Council upon terms reasonably satisfactory to the mortgagee, chargee or body (or receiver); and
 - iii. a disposal by the mortgagee or chargee to a person other than another Registered Provider of Social Housing or the Council is completed within a further 12 months
 - (b) Any person other than another Registered Provider of Social Housing deriving title from the mortgagee or chargee who has satisfied the conditions in (a) above
 - (c) Any mortgagee or chargee of a leaseholder of a Shared Ownership Unit (including any receiver appointed) in the event it takes possession of the Shared Ownership Unit, as long as:
 - i. the Council is notified that a power of sale has become exercisable;
 - ii. the mortgagee or chargee is unable, despite using all reasonable endeavours, within a period of 8 weeks from the date of notification to enter into a binding contract to dispose of the Affordable Housing Land to another Registered Provider of Social Housing or to the Council upon terms reasonably satisfactory to the mortgagee, chargee or body (or receiver); and
 - iii. a disposal by the mortgagee or chargee to a person other than another Registered Provider of Social Housing or the Council is completed within a further 12 months

- (d) Any person other than another Registered Provider of Social Housing deriving title from the mortgagee or chargee who has satisfied the conditions in (c) above
- 7.3. The covenants ceasing to apply to an Affordable Rent Unit where that unit has been purchased by the tenant under the right to buy or right to acquire
- 7.4. The covenants ceasing to apply to a Shared Ownership Unit where that leaseholder has staircased to 100% ownership under their lease

**Signed as a deed by
GILLIAN ELLEN FURMSTON**

Signed

Owner's signature

**In the presence of
a witness**

Signed

Witness' signature

Name of witness

Name

Address of witness

Address

Address

**Signed as a deed by
ALAN VICTOR BATES**

Signed

Owner's signature

**In the presence of
a witness**

Signed

Witness' signature

Name of witness

Name

Address of witness

Address

Address

**Signed as a deed by
MELINDA MARGARET MARY STANCLIFFE BATES**

Signed

Owner's signature

**In the presence of
a witness**

Signed

Witness' signature

Name of witness

Name

Address of witness

Address

Address

**Signed as a deed by
SIMON GEORGE ORPIN**

Signed

Owner's signature

**In the presence of
a witness**

Signed

Witness' signature

Name of witness

Name

Address of witness

Address

Address

**Executed as a DEED by
TAYLOR WIMPEY UK LIMITED
acting by two Directors or
a Director and its Secretary:-**

Director Signed

Director/Secretary Signed

Signed as a deed by

**as authorised signatory for
LLOYDS BANK PLC**

Signed

Authorised signatory

**In the presence of
a witness**

Signed

Witness' signature

Name of witness

Name

Address of witness

Address

Address

**The common seal of
THE TOWN MAYOR AND COUNCILLORS
OF THE TOWN OF TENTERDEN
was affixed to this deed
in the presence of**

Seal

Signed

Authorised Signatory

**The common seal of
ASHFORD BOROUGH COUNCIL
was affixed to this deed
in the presence of**

Seal

Signed

Mayor

Signed

Solicitor, Legal and Democratic Services

**The common seal of
THE KENT COUNTY COUNCIL
was affixed to this deed
in the presence of**

Seal

Signed

Authorised Signatory

Appendix 4

Dated 16 May 2017

**JAMES MICHAEL WEBSTER, TESSA MARGARET WEBSTER, PETER
DAVID WEBSTER AND JONATHAN SIDNEY WEBSTER**

and

GLADMAN DEVELOPMENTS LIMITED

**Planning obligation by deed of undertaking under the Town and Country
Planning Act 1990 section 106**

relating to

**Land lying to the South East of Glebe Close
Smarden
Ashford
Kent**



Gladman House
Alexandria Way
Congleton Business Park
Congleton, Cheshire
CW12 1LB
Tel: 01260 288800
Fax: 01260 288861

THIS UNILATERAL UNDERTAKING is given the 16th day of May 2017

BY:

- 1) JAMES MICHAEL WEBSTER and TESSA MARGARET WEBSTER both of Church Farm House Herstmonceux Hailsham East Sussex TN27 1QJ PETER DAVID WEBSTER of 34 West Common Lindfield Haywards Heath West Sussex RH16 2AH and JONATHAN SIDNEY WEBSTER of Vesper Hawk Farm Vesper Hawk Lane Smarden Ashford Kent TN27 8PU ('the Owner')

TO:

- 2) ASHFORD BOROUGH COUNCIL of Civic Centre Tannery Lane Ashford Kent TN23 1PL ('the Council')
- 3) THE KENT COUNTY COUNCIL of Sessions House County Hall Maidstone Kent ME14 1XQ ('the County Council')

WITH THE CONSENT OF:

- 4) GLADMAN DEVELOPMENTS LIMITED (company registration number 3341567) whose registered office is at Gladman House Alexandria Way Congleton Business Park Congleton CW12 1LB ("the Promoter")

RECITALS

- 1) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- 2) The County Council is the county planning authority and the education authority for the area in which the Site is situated.
- 3) The Owner is the freehold owner of the Site as set out in Schedule 1.
- 4) The Owner and the Promoter have entered into the Promotion Agreement
- 5) The Promoter submitted the Application to the Council on 12 January 2016.
- 6) The Council resolved on 20 July 2016 to refuse planning permission in respect of the Application and the Promoter has submitted the Appeal for determination by the Secretary of State.

- 7) The Owner is prepared to enter into this deed in order to secure the planning obligations it creates in the event that Planning Permission is granted pursuant to the Appeal.

NOW THIS DEED WITNESSES as follows:

1. Definitions and interpretation

1.1 Definitions

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

- 1.1.1 'the 1990 Act' means the Town and Country Planning Act 1990 (as amended)
- 1.1.2 'the Appeal' means the appeal to the Secretary of State following the refusal of the Application by the Council given appeal reference APP/E2205/W/16/3159895
- 1.1.3 'the Application' means the application for outline planning permission for the Development dated 12 January 2016 submitted to the Council and allocated reference number 16/00045/AS
- 1.1.4 'Approval (Reserved Matters)' means the reserved matters approval or approvals which are obtained in respect of the Planning Permission PROVIDED THAT where more than one reserved matters approval is obtained in respect of the Development for the purpose of calculating liability for the contributions comprising planning obligations and in this Deed it shall mean the reserved matters approval which is implemented for the purposes of Section 56(4) of the 1990 Act
- 1.1.5 'Cemetery Contribution' means the sum calculated by multiplying the number of Dwellings in the Composition of the Development by £460 (four hundred and sixty pounds) payable towards the costs of extending the non-denominational burial ground run by Smarden Parish Council
- 1.1.6 "Charging Schedule" means a charging schedule as detailed in Regulation 2(1) of the CIL Regulations
- 1.1.7 'CIL Liability' means the amount imposed as 'CIL' (as that acronym is defined in the CIL Regulations)
- 1.1.8 'CIL Regulations' means the Community Infrastructure Levy Regulations 2010 (as amended)
- 1.1.9 'the Commencement of Development' means the commencement of any material operation (as defined in the 1990 Act section 56(4)) forming part of the Development other than (for the purposes of this deed and for no other purpose) operations consisting

of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and 'Commence Development' shall be construed accordingly

- 1.1.10 'Composition of the Development' means the aggregate number of Dwellings comprised in the Development referred to in the notice of Approval (Reserved Matters)
- 1.1.11 'Decision Letter' means the decision letter issued by the Planning Inspector or the Secretary of State confirming whether or not the Appeal is allowed
- 1.1.12 'the Development' means the development of the Site with up to 50 residential dwellings (including up to 35% affordable housing), introduction of structural planting and landscaping, informal public open space, informal village green area, surface water flood mitigation and attenuation, vehicular access point from The Street and associated ancillary works pursuant to the Planning Permission
- 1.1.13 'a Dwelling' means a dwelling (including a house, flat, maisonette or bungalow) to be constructed pursuant to the Planning Permission (irrespective of any non-compliance with a condition) and 'Dwellings' shall be construed accordingly
- 1.1.14 'Ecological Enhancement Area' means the land shown edged and cross hatched green on the Plan to be provided in accordance with the Planning Permission
- 1.1.15 'the Index' means for the contributions payable to the Council the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors and for the contributions payable to the County Council 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
- 1.1.16 'Infrastructure' has the meaning ascribed in Section 216(2) of the Planning Act 2008
- 1.1.17 'Interest' means interest at 4% above the base lending rate of National Westminster Bank plc from time to time
- 1.1.18 'Library Contribution' means the sum calculated by multiplying the number of Dwellings identified in the Composition of the Development by £48.02 (forty eight pounds and two pence) payable towards the costs of providing additional book stock to the mobile library service attending at Smarden
- 1.1.19 'Management Company' means a private limited company which is incorporated in and which has its registered office in the United Kingdom of Great Britain and Northern

Ireland and whose primary objects require it to maintain and manage the Open Space and the Ecological Enhancement Area

1.1.20 'Management Plan' means a scheme to be submitted to and approved in writing by the Council, which identifies:

(i) the future management and maintenance requirements of the Open Space and the Ecological Enhancement Area

(ii) the proposed ongoing maintenance operations for the Open Space and the Ecological Enhancement Area, specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the Open Space and the Ecological Enhancement Area

(iii) the proposed means of funding the ongoing maintenance and management of the Open Space and the Ecological Enhancement Area by the Owner and where one is formed pursuant to the provisions of this deed the Management Company

(iv) a mechanism for the periodic review with the Council and where necessary amendment of the Management Plan

1.1.21 'Monitoring Fee' means the sum of £1,000 (one thousand pounds) payable towards the cost of monitoring compliance with this Deed

1.1.22 'to Occupy' means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and 'Occupation' and 'Occupied' shall be construed accordingly

1.1.23 'the Open Space' means the informal open space and landscaping for use by the general public to be provided on the Site in accordance with the Planning Permission as identified in the Approval (Reserved Matters)

1.1.24 'the Outdoor Sports Pitch Contribution' means the sum calculated by multiplying the number of Dwellings identified in the Composition of the Development by £1,915 (one thousand nine hundred and fifteen pounds) payable towards the costs of resurfacing the tennis court at The Minnis Smarden

1.1.25 'Party' means any of the parties to the deed

- 1.1.26 'Planning Inspector' means the inspector appointed by the Secretary of State to preside over the public inquiry in relation to the Appeal
- 1.1.27 'the Plan' means the plan attached to this deed
- 1.1.28 'the Play Space Contribution' means the sum calculated by multiplying the number of Dwellings identified in the Composition of the Development by £1,312 (one thousand three hundred and twelve pounds) payable towards the cost of upgrading the play equipment in the play area adjacent to the tennis courts in Smarden and thereafter maintaining such play equipment
- 1.1.29 'the Planning Permission' means any planning permission issued by the Secretary of State in determining the Appeal
- 1.1.30 'the Primary Education Contribution' means the aggregate sum calculated by multiplying the number of Dwellings identified in the Composition of the Development (excluding Small Dwellings and flats) by £2,360.96 (two thousand three hundred and sixty pounds and ninety six pence) and the number of flats (excluding Small Dwellings) identified in the Composition of the Development by £590.24 (five hundred and ninety pounds twenty four pence) payable towards the cost of expanding John Mayne Church of England Primary School in Biddenden
- 1.1.31 'the Promotion Agreement' means a promotion agreement dated 12 August 2015 in respect of the Site made between the Owner and others and the Promoter
- 1.1.32 'Relevant Agreement' means an agreement to secure planning obligations under section 106 of the 1990 Act and which relates to planning permission granted for development where such agreement has been entered into on or after 6 April 2010 and 'Relevant Agreements shall be construed accordingly
- 1.1.33 'Relevant Date' means the date prescribed by paragraph (b) of the definition of 'relevant determination' in Regulation 123(4) of the CIL Regulations in respect of a determination of an application for planning permission being 6 April 2015 or any other date as may be prescribed in Regulation 123(4) of the CIL Regulations or by the Secretary of State as the case may be
- 1.1.34 'the Secondary Education Contribution' means the aggregate sum calculated by multiplying the number of Dwellings (excluding Small Dwellings and flats) identified in the Composition of the Development by £2,359.80 (two thousand three hundred and fifty nine pounds eighty pence) and by multiplying the number of flats (excluding Small Dwellings) identified in the Composition of the Development by £589.95 (five hundred

and eighty nine pounds ninety five pence) payable towards the costs of Phase 2 of new accommodation at Homewood School

- 1.1.35 'Secretary of State' means the Secretary of State for Communities and Local Government or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the 1990 Act
- 1.1.36 'the Site' means the land against which this deed may be enforced shown edged red and edged green and cross-hatched green on the Plan which forms part of the land owned by the Owner and which is described in Schedule 1
- 1.1.37 'Small Dwelling' means a one bedroomed Dwelling having less than 56 square metres gross internal area and 'Small Dwellings' shall be construed accordingly
- 1.1.38 'the Strategic Parks Contribution' means the sum calculated by multiplying the number of Dwellings identified in the Composition of the Development by £193 (one hundred and ninety three pounds) payable towards the costs of providing a bridge connection at Conningbrook
- 1.1.39 'the Voluntary Sector Contribution' means the sum calculated by multiplying the number of Dwellings identified in the Composition of the Development by £83 (eighty three pounds) payable towards a communications system for the Good Neighbour Scheme and a generator at the Charter Hall

1.2 Interpretation

- 1.2.1 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.
- 1.2.2 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.
- 1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.2.4 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.
- 1.2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments,

orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

1.2.6 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.

1.2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of the agreement.

2. Legal basis

2.1 This deed is made pursuant to the 1990 Act section 106

2.2 The terms of this deed create planning obligations binding on the Owner pursuant to Section 106 of the 1990 Act and are enforceable as such by the Council and the County Council as local planning authorities

3. Conditions, duration and enforcement

3.1 Conditions precedent

This deed is conditional upon:

3.1.1 the grant of the Planning Permission, and

3.1.2 the Commencement of Development

save for the provisions of clause 6, Provisions of Immediate Effect, and 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.

3.2 CIL Regulations

3.2.1 If in determining the Appeal the Secretary of State or the Planning Inspector expressly states in the Decision Letter that any planning obligation contained in this deed:

3.2.1.1 is not a material planning consideration; or

3.2.1.2 can be given no or little weight in determining the Appeal; or

3.2.1.3 does not constitute a reason for granting Planning Permission in accordance with Regulation 122 of the CIL Regulations; or

3.2.1.4 requires funding or provision towards a project or towards a type of Infrastructure where the Council and /or the County Council have

following the Relevant Date entered into five (5) or more Relevant Agreements which provide for the funding or provision towards the same project or towards that type of Infrastructure

then subject to clause 9.2 of this deed such planning obligation shall not be enforceable pursuant to this deed and shall cease to have effect within this deed save as set out in the Decision Letter

- 3.2.2 In the event that the Secretary of State or the Planning Inspector grants the Planning Permission for the Development then if at the date of the grant of the Planning Permission a Charging Schedule has been approved by the Council and has come into effect any contribution payable under the terms of this deed which is for an Infrastructure project or type of Infrastructure set out in the Charging Schedule shall cease to be payable

3.3 **Duration**

- 3.3.1 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, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.
- 3.3.2 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.

3.4 **Other development**

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.

3.5 **Non-enforcement**

- 3.5.1 This deed shall not be enforceable against owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission, nor against those deriving title from such owner-occupiers or tenants or their mortgagees.

- 3.5.2 The obligations contained in this deed shall not be binding upon or enforceable against any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services

4. Owner's undertakings

- 4.1 The Owner undertakes to the Council as set out in Schedule 2.
4.2 The Owner undertakes to the County Council as set out in Schedule 3.

5. The Promoter

- 5.1 The Promoter acknowledges and declares that:
5.1.1 this deed has been entered into by the Owner with its consent, and
5.1.2 the Site shall be bound by the obligations contained in this deed.
5.2 Any mortgagee shall be liable only for any breach of the provisions of this deed during such period as he is a mortgagee in possession of the Site

6. Provisions of immediate effect

- 6.1 On completion of this deed the Owner shall pay to the Council and the County Council the reasonable legal costs incurred in the negotiation, preparation and execution of this deed of no more than £1,500 and £1,000 respectively
6.2 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999
6.3 The Owner agrees with the Council and 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 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.

7. Notices

- 7.1 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.
7.2 The address for any notice or other written communication shall be within the United Kingdom.

- 7.3 A notice or communication shall be served or given:
- 7.3.1 on the Owner at the addresses shown at 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, marked for the attention of (*name* Owner's Solicitor to complete), and
 - 7.3.2 on the Promoter 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, marked for the attention of Jody Phillips.
 - 7.3.3 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 Section 106 Monitoring Officer
 - 7.3.4 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 Carissa Humphreys, County Solicitor, with reference LS/21/113134/628

8. Local land charge

This deed shall be registerable as a local land charge

9. Jurisdiction and legal effect

- 9.1 This deed shall be governed by and interpreted in accordance with the law of England and Wales.
- 9.2 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.
- 9.3 No waiver (whether expressed or implied) by the Council (or 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 Council (or the County Council) from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 9.4 The provisions of this deed (other than this clause 9.4 which shall be effective in any event) shall be of no effect until this deed has been dated.

10. Indexation, interest and VAT

- 10.1 Any sum to be paid to the Council under Schedule 2 or the County Council under Schedule 3 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

- 10.2 If any payment due under this deed is paid late, Interest shall be payable from the date payment is due to the date of payment.
- 10.3 All consideration given in accordance with the terms of this deed shall be exclusive of any value added tax properly payable

IN WITNESS of which the Owner and the Promoter have executed this deed as a deed and delivered it the day and year first before written

SCHEDULE 1

The Owner's Title and Site Description

Title Number	Description of Site	Owner
K512106	Land lying to the south east of Glebe Close Smarden Ashford	James Michael Webster, Tessa Margaret Webster, Peter David Webster and Jonathan Sidney Webster
K475264 (part)	Land lying to the south east of Glebe Close Smarden Ashford	James Michael Webster, Tessa Margaret Webster, Peter David Webster and Jonathan Sidney Webster
K518047	Land lying to the south east of Glebe Close Smarden Ashford	James Michael Webster, Tessa Margaret Webster, Peter David Webster and Jonathan Sidney Webster

SCHEDULE 2

The Owner's Covenants with the Council

1. Progress of development

The Owner shall notify the Council:

- 1.1 upon the Commencement of Development and
- 1.2 upon Occupation of any part of the Development

2. Payment of contributions

- 2.1 Not to Occupy nor permit the first Occupation of more than 75% of the Dwellings until the Cemetery Contribution has been paid to the Council
- 2.2 To pay to the Council by the first Occupation of 75% of the Dwellings the Cemetery Contribution, the Strategic Parks Contribution, the Play Space Contribution, the Outdoor Sports Pitches Contribution and the Voluntary Sector Contribution
- 2.3 Not Commence Development nor permit the Commencement of Development until the Monitoring Fee has been paid to the Council
- 2.4 To pay to the Council the Monitoring Fee before the Commencement of Development
- 2.5 Not to Occupy nor permit the first Occupation of more than 75% of the Dwellings until the Strategic Parks Contribution has been paid to the Council
- 2.6 Not to Occupy nor permit the first Occupation of more than 75% of the Dwellings until the Play Space Contribution has been paid to the Council
- 2.7 Not to Occupy nor permit the first Occupation of more than 75% of the Dwellings until the Outdoor Sports Pitch Contribution has been paid to the Council

2.8 Not to Occupy nor permit the first Occupation of more than 75% of the Dwellings until the Voluntary Sector Contribution has been paid to the Council

3. Open space transfer and works

3.1 Prior to Commencement of Development to submit to the Council for approval the Management Plan

3.2 Prior to Commencement of Development to submit to the Council evidence of the formation of a Management Company for the purpose of managing and maintaining the Open Space and the Ecological Enhancement Area

3.3 Not to permit or allow the Occupation of more than 75% of the Dwellings until the Open Space has been provided and/or constructed (as appropriate) in complete accordance with the Planning Permission

3.4 Not to permit the Occupation of more than 95% of the Dwellings until the Open Space has been transferred to the Management Company in accordance with the details approved by the Council under the Management Plan and on the terms set out in Schedule 4

3.5 To procure that the buyer of each Dwelling comprised in the Development enters into the following covenants direct with the Management Company:

- (i) 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 and maintaining repairing and as necessary renewing the Open Space and the Ecological Enhancement Area in accordance with the Management Plan; and
- (ii) that upon any subsequent sale of such Dwelling he will procure that the incoming buyer shall enter into direct covenants with the Management Company in the form of paragraphs 3.5 (i) and 3.5 (ii) of Schedule 2

3.6 Not to amend the Management Plan without the Council's written consent

3.7 Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council have otherwise first agreed in writing

3.8 To manage and maintain the Open Space in accordance with the Management Plan

4. Ecological Enhancement Area

4.1 Not to permit or allow the Occupation of more than 75% of the Dwellings until the Ecological Enhancement Area has been provided and/or constructed (as appropriate) in complete accordance with the Planning Permission

4.2 Not to permit the Occupation of more than 95% of the Dwellings until the Ecological Enhancement Area has been provided in accordance with the Planning Permission and transferred to the Management Company on the terms set out in Schedule 4

4.3 To manage and maintain the Ecological Enhancement Area in accordance with the Management Plan

SCHEDULE 3

The Owner's Covenants with the County Council

1. Progress of development

The Owner shall notify the County Council:

- 1.1 upon the Commencement of Development, and
- 1.2 upon Occupation of any part of the Development

2. Payment of contributions

- 2.1 The Owner shall pay the Secondary Education Contribution to the County Council in the following instalments:
 - 2.1.1 50% prior to the first Occupation of 25% of Dwellings
 - 2.1.2 the balance prior to the first Occupation of 50% of Dwellings
- 2.2 The Owner shall not Occupy nor permit the Occupation of more than 25% of Dwellings until the payment referred to at paragraph 2.1.1 above has been made
- 2.3 The Owner shall not Occupy nor permit the Occupation of more than 50% of Dwellings until the payment referred to at paragraph 2.1.2 above has been made
- 2.4 The Owner shall pay the Library Contribution to the County Council in the following instalments:
 - 2.4.1 50% prior to the first Occupation of 25% of Dwellings
 - 2.4.2 the balance prior to the first Occupation of 50% of Dwellings
- 2.5 The Owner shall not Occupy nor permit the Occupation of more than 25% of Dwellings until the payment referred to at paragraph 2.4.1 above has been made
- 2.6 The Owner shall not Occupy nor permit the Occupation of more than 50% of Dwellings until the payment referred to at paragraph 2.4.2 above has been made

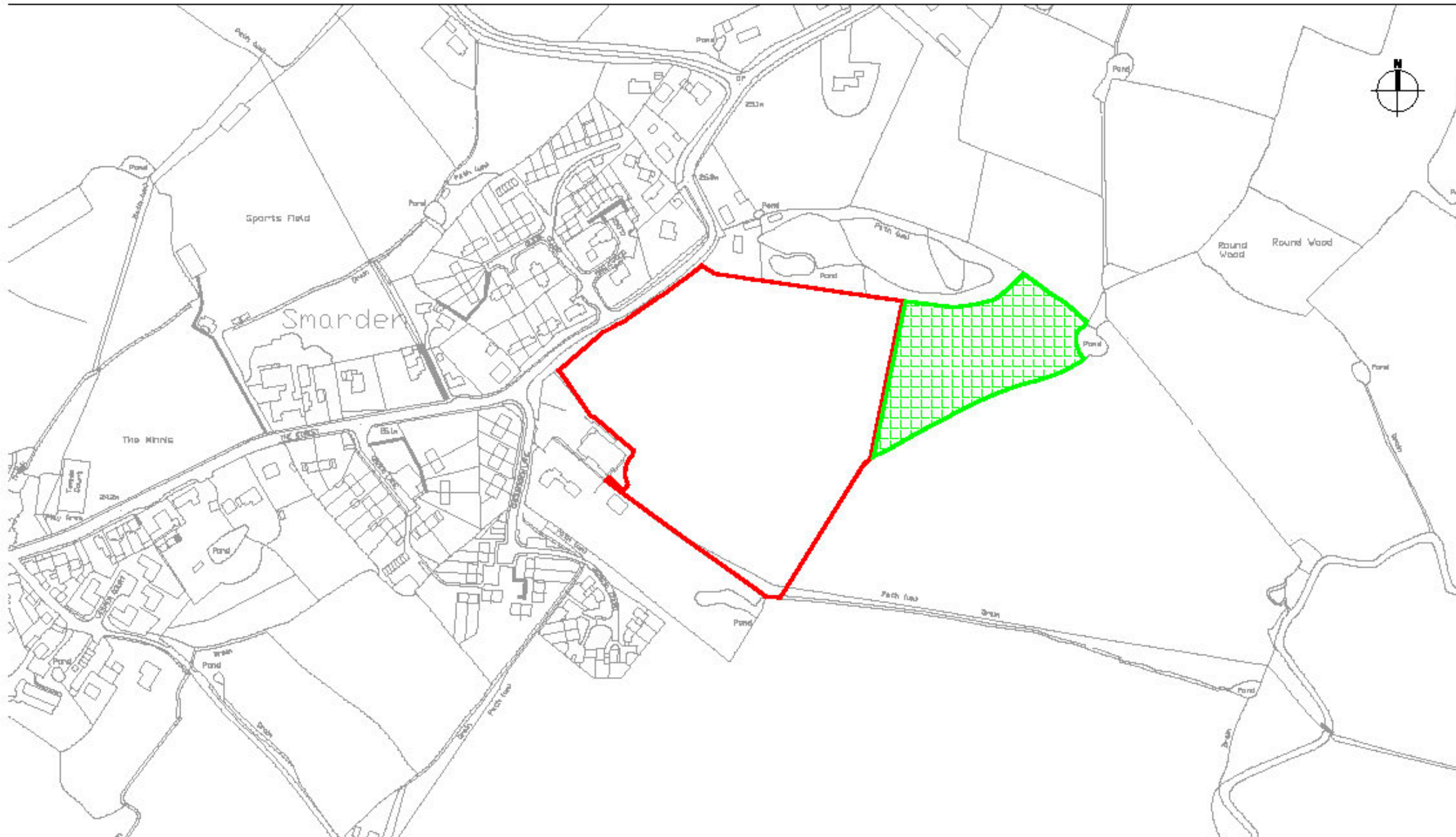
- 2.7 The Owner shall pay the Primary Education Contribution to the County Council in the following instalments:
- 2.7.1 50% prior to the first Occupation of 25% of the Dwellings
 - 2.7.2 the balance prior to the first Occupation of 50% of the Dwellings
- 2.8 The Owner shall not Occupy nor permit the Occupation of more than 25% of the Dwellings until the payment referred to at paragraph 2.7.1 above has been made
- 2.9 The Owner shall not Occupy nor permit the Occupation of more than 50% of the Dwellings until the payment referred to at paragraph 2.7.2 above has been made

SCHEDULE 4

Provisions relating to the transfer of the Open Space and Ecological Enhancement Area

The transfer of the Open Space and Ecological Enhancement Area to the Management Company shall:

- i. be a transfer of the entire freehold interest of the Open Space and Ecological Enhancement Area
- ii. be free from any pre-emption or option agreement
- iii. be free from any mortgage, charge, lien or other such incumbrance
- iv. be free from any lease, licence or any other third party interests
- v. be subject to a covenant for the benefit of the remainder of the land in titles K475264 K518047 and K512106 which prohibits the use of the Open Space and Ecological Enhancement Area for any purposes other than public recreation and amenity and ecology as appropriate
- vi. include all usual and necessary rights of way with or without vehicles for the benefit of the Open Space and Ecological Enhancement Area
- vii. reserve in favour of the Owner any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services in so far as they are necessary based upon the final approved layout of the Development and location of the Open Space and Ecological Enhancement Area
- viii. reserve in favour of the Owner the right to lay and use new services together with any rights of entry to inspect, repair, renew, cleanse and maintain the same
- ix. declare that boundary structures shall belong to and be maintained by the owners of the Dwellings which adjoin the Open Space and Ecological Enhancement Area
- x. not require consideration in excess of one pound (£1)
- xi. contain a covenant for the benefit of the Council that the Management Company will manage and maintain the Open Space and the Ecological Enhancement Area in accordance with the approved Management Plan and the Planning Permission



				Project	2014-157 SMARDEN, THE STREET	Drawn by DB	Issue date March 2017
Rev	Date	By	Revision notes			Scale(s)	1:2500 @ A3
Status				Title	SMARDEN APPEAL UU PLAN	Drawing No	2014-157-103
INFORMATION							

SIGNED AS A DEED by

STEPHEN RIMMER as attorney for

Signed

JAMES MICHAEL WEBSTER

under a power of attorney dated 15 March 2017

In the presence of: Signed

Witness name: Name

Witness address: Address

Occupation: Occupation

SIGNED AS A DEED by

STEPHEN RIMMER as attorney for

Signed

TESSA MARGARET WEBSTER

under a power of attorney dated 15 March 2017

In the presence of: Signed

Witness name: Name

Witness address: Address

Occupation: Occupation

SIGNED AS A DEED by

STEPHEN RIMMER as attorney for

Signed

PETER DAVID WEBSTER

under a power of attorney dated 15 March 2017

In the presence of: Signed

Witness name: Name

Witness address: Address

Occupation: Occupation

SIGNED AS A DEED by

STEPHEN RIMMER as attorney for

Signed

JONATHAN SIDNEY WEBSTER

under a power of attorney dated 15 March 2017

In the presence of: Signed

Witness name: Name

Witness address: Address

Occupation: Occupation

EXECUTED as a deed by
GLADMAN DEVELOPMENTS LIMITED
acting by David John Gladman, a director

Signed

.....

Director

in the presence of:

Signature of Witness

Signed

Name of Witness

Name

Address of Witness

Address

Occupation of Witness

Occupation

Appendix 5

KENT COUNTY COUNCIL

CABINET

MINUTES of a meeting of the Cabinet held in the Darent Room, Sessions House, County Hall, Maidstone on Monday, 12 March 2007.

PRESENT: Mr P B Carter (Chairman), Mr N J D Chard, Mr K A Ferrin, MBE, Mr G K Gibbens, Mr R W Gough, Mr P M Hill, OBE, Mr K G Lynes, Mr J D Simmonds and Dr T R Robinson

ALSO PRESENT: Mr R A Marsh

IN ATTENDANCE: Mr P Gilroy (Chief Executive), Mr G Badman (Managing Director of Children, Families and Education), Ms A Honey (Managing Director Communities), Mr O Mills (Managing Director - Adult Social Services) Ms L McMullan, Director of Finance and Mr P Raine, Managing Director for Regeneration and Environment.

UNRESTRICTED ITEMS

1. Minutes of the Meeting held on 8 February 2007
(Item. 1)

The Minutes of the meeting held on 8 February 2007 were agreed as a true record.

2. Revenue and Capital Budget Monitoring Exception Report
(Item. 2 - Report by Mr Nick Chard, Cabinet Member for Finance, and Lynda McMullan, Director of Finance and Managing Directors)

(1) This Exception Report, based upon returns from Directorates, highlighted the main movements since the report to Cabinet in February.

(2) Mr Chard said that currently the Revenue Budget was showing an overspend of £0.5m but this did not take into account £2.6m related to asylum costs. The Council continued to robustly pursue with the Home Office and the DfES its case regarding the underpayment of asylum costs and seeking the Government's assurance that the matter would be resolved quickly and fairly. Mr Chard also said that the continuing slippage on the Capital Programme needed to be carefully monitored.

(3) Mr Carter placed on record his congratulations to the Adult Services Directorate for the reductions which have been achieved in its revenue budget. Mr Carter also said that together with Mr Chard he would be meeting with Managing Directors in order to get a better understanding as to why there was a slippage on the Capital Budget and what could be done to accelerate the programme.

(4) Cabinet noted the latest forecast revenue and budgetary monitoring position for 2006/07.

3. Development Contribution Function

(Item. 3 - Report by Mr Roger Gough, Cabinet Member for Regeneration and Supporting Independence and Mr Pete Raine, Managing Director, Environment and Regeneration) (Mr Nigel Smith, Head of Development Investment was present for this item)

**KENT COUNTY COUNCIL
RECORD OF CABINET DECISION**



**DECISION
TAKEN ON**

Cabinet
12 March 2007

DECISION NO.
07/00965

Development Contribution Function

(Item 3 – Report by Mr Roger Gough, Cabinet Member for Regeneration and Supporting Independence and Mr Pete Raine, Managing Director, Environment and Regeneration) (Mr Nigel Smith, Head of Development Investment was present for this item)

(1) Mr Gough said that the aim of the Development Contribution Guide was to promote a consistent and transparent approach across the county towards the requirement for and the calculation of development contributions for KCC provided services. The Guide also had the objective of helping to quantify the likely level of contributions required in respect of KCC services, to meet the impact on existing community facilities resulting from development. The Guide also supported the County Council’s objectives as set out in its document “Vision for Kent”.

(2) Mr Carter said that it was essential that arrangements were put in place to ensure that the roll out of projects could be properly monitored. It was also important to ensure that there was equity between the requirements of KCC and those of the districts. Mr Smith said that one of the prime objectives of the Guide was to enhance consistency and transparency and place the County Council in the best possible position in terms of planning policy.

(3) Cabinet:-

(a) approved the Kent County Council Guide to Development Contributions and the provision of community infrastructure for adoption and promotion as a policy supporting document for the Kent Partnership Community Strategy-“Vision for Kent”; and

(b) delegated authority to the Managing Director, Environment and Regeneration in consultation with the Cabinet Member for Regeneration and Supporting Independence to sign off any subsequent periodic reviews/updates on behalf of the County Council.

The reasons for this decision are set out above and in the Cabinet report.

Background documents: None

.....

signed (Chief Executive)

.....

date

FOR COUNCIL SECRETARIAT USE ONLY

Decision Referred to Cabinet Scrutiny				Cabinet Scrutiny Decision to Refer Back for Reconsideration				Reconsideration Record Sheet Issued				Reconsideration of Decision Published			
YES		NO		YES		NO		YES		NO					

4. Kent Prospects 2006 to 2012 - Final Draft

(Item. 4 - Report by Mr Roger Gough, Cabinet Member for Regeneration and Supporting Independence and Mr Pete Raine, Managing Director, Environment and Regeneration)

(1) Mr Gough said that Kent Prospects provided a county-wide framework to guide economic development and regeneration activity. The future prospects for Kent's economy had never been better with projects such as the CTRL International Station at Ebbsfleet opening this year and the adjacent Thames Gateway Development, which would provide 20,000 jobs over the next 20 years. Ashford would double in size and provide 28,000 jobs by 2030. There is also strong regeneration taking place in other parts of the county and business infrastructure is also improving leading to rising levels of inwards investment. In addition, the 2012 Olympics and Para-Olympics offers further potential to enhance Kent's Gateway location serving the UK, London and Europe. In addition, Kent Prospects provides a further level of detail to support delivery of the "Vision for Kent" the Kent Agreement and KCC's Towards 2010 aspirations for developing economic prosperity.

(2) Mr Carter said the draft Kent Prospects document was to be submitted to the Kent Partnership and the Kent Economic Development Board before being published as a final document. This was agreed.

(3) Taking account of the above, Cabinet noted the timetable for producing the published version of Kent Prospects 2006 to 2012.

5. Energy Saving - Carbon Reduction Targets for KCC

(Item. 5 - Report by Mr Keith Ferrin, Cabinet Member for Environment, Highways and Waste and Mr Pete Raine, Managing Director for Environment and Regeneration)

(1) This report proposed the adoption by KCC of targets for reducing carbon dioxide emissions caused by energy use in buildings. The proposed targets are to reduce total KCC carbon dioxide emissions from buildings by 10% by 2010 and 20% by 2015. 2004 emissions will be used as the base line year.

(2) Mr Ferrin said that the 2010 and 2015 targets are the first steps towards a long term vision for KCC of 60% reductions by 2050. Mr Ferrin said the Council needed to take a clear view as to what the opportunities are and it was already looking at a number of options to ensure its emission targets were met. Mr Ferrin said the emissions from KCC transport, street lighting and traffic signals had not been included at this stage because the County Council did not currently have a robust base line against which to measure reductions in those areas, but such emissions would be included in the targets for 2008/09 or as soon as possible after

that. Among the options that KCC was looking at was changing traffic signal lights to LED's. The cost of that would be some £2m but would reduce emissions and provide savings on electricity costs. There would be a further report on these matters when there was more data.

(3) Cabinet then endorsed the targets to reduce total KCC carbon dioxide emissions from buildings by:-

- 10% by 2010
- 20% by 2015

As absolute reductions in CO2 emissions from energy use in KCC buildings and schools from a base line of 2004 it was envisaged that these targets would be met through genuine reductions in energy use, plus the use of on-site renewables rather than procuring "greed badged" electricity or "off-setting" by investing in overseas projects.

6. Unit Review (including designated and specialist provision and Very Severe and Complex Need Support for children and young people with special educational need at mainstream schools)

(Item 6 - Report by Mr John Simmonds, Cabinet Member for Education and School Improvement, Dr Tony Robinson, Cabinet Member for Children and Family Services and Mr Graham Badman, Managing Director, Children, Families and Education) (Joanna Wainwright, Director, Commissioning (Specialist Services) was present for this item)

(1) This report updated Cabinet on developments to date with the Unit Review (including designated and specialist provision and very severe and complex needs support for children and young people with special and education need at mainstream schools). Dr Robinson said that this was an interim report and that planning and consultation with the Clusters would continue in phases throughout the remainder of 2007 with a more detailed report on the provision that was proposed in Phase 1 being submitted to Cabinet in the Autumn. Currently, there were 63 specialist units and designations covering the six need type categories. There were 690 children with statements accessing this provision with 485 of those travelling outside the cluster in which they lived to access that provision. Dr Robinson said that it was important that through the Review the pattern of provision focussed on ensuring vulnerable pupils had access to appropriate provision in their locality. Mr Gilroy said that this was a good report but the Council also needed to look at the issue of transition for 14-19 year olds and 19-24 year olds. Mr Mills said that tied in with the work of the Select Committee reviewing Transition Arrangements which was due to publish its report in May.

(2) Mr Chard said that whilst the revenue funding for the Review was secure, the Capital funding still needed to be put in place and therefore it was important not to raise expectations only to find that funding for the capital element of the Review was not affordable. Mr Carter said that the County Council had already made provision to improve school buildings through the modernisation allocation but that may need to be added to. Mr Badman said that any capital resources needed to implement the Review would be detailed in proposals from clusters and that would be submitted to Members. Also, subject to Member agreement, proposals may

include refurbishment of existing premises, new provision (eg for autism) and may be linked with BSF/PFI plans for school buildings in each locality. Mr Lynes emphasised the importance of keeping parents and carers closely informed and involved in the Review as their views were critical to this process. Joanna Wainwright said that having an ongoing dialogue with parents and carers was something which was recognised as being of great importance. Joanna Wainwright also confirmed that no child would be moved against the wishes of its parents and for that reason the transition arrangements may take some considerable time to fully implement. At all stages it was important to ensure that parents were given full support and confidence in the process.

(3) Cabinet:-

- (i) noted the progress of the Review;
- (ii) agreed the proposed next stages as detailed in paragraph 4 of the report;
- (iii) agreed the revised timetable for the Review as detailed in Appendix 2 of the report;
- (iv) agreed that the Multi-Agency Unit Review Steering Group consults on the draft criteria for provision; and
- (v) agreed that the Multi-Agency Unit Review Steering Group, in partnership with the appropriate Cluster Boards consults more widely on the provision proposals in relation to Phase One Clusters.

7. Local Authority Proposed Primary School Admission Arrangements 2008-09
(Item. 7 - Report by Mr John Simmonds, Cabinet Member for Education and School Improvement and Mr Graham Badman, Managing Director, Children, Families and Education)

**KENT COUNTY COUNCIL
RECORD OF CABINET DECISION**



**DECISION
TAKEN ON**

Cabinet
12 March 2007

DECISION NO.
07/00963

Proposed Primary School Admission Arrangements 2008/09

(Item 7 - Report by Mr John Simmonds, Cabinet Member for Education and School Improvement and Mr Graham Badman, Managing Director, Children, Families and Education)

(1) The County Council as the Admissions Authority for Community and Voluntary Controlled schools is required to consult on its proposed admission arrangements for these schools annually and to determine its arrangements by 15 April each year. In preparing its admission arrangements, the County Council had consulted with Headteachers and Chairmen of Governors of all Kent primary schools; neighbouring local authorities; diocesan bodies, and all other interested bodies, together with the Chairman and Vice-Chairman of the Admissions Forum.

(2) The report also detailed the outcome of consultations on the following issues:-

- a co-ordinated admission scheme for 2008/09; the oversubscription criteria for Community and Voluntary Controlled Primary Schools;
- the relevant statutory consultation area;
- published admission numbers for Community and Voluntary Controlled Schools; and
- that the South Avenue Infants School (Swale) be linked for the purposes of admissions with the South Avenue Junior School. The report commentated on each of these issues in detail.

(3) Cabinet agreed:-

- (i) the scheme to co-ordinate admissions to primary schools in 2008/09 be as set out in Appendix 1 of the Cabinet report;
- (ii) the oversubscription criteria for Community and Voluntary Controlled Schools be as detailed in Appendix 1 to the Cabinet report;
- (iii) that the relevant statutory consultation area for primary schools be a three mile radius of the school, as detailed in Appendix 1 of the Cabinet report;
- (iv) that the published numbers for Community and Voluntary Controlled primary schools be as detailed in Appendix 2 of the Cabinet report; and
- (v) that South Avenue Junior School (Swale) be linked for the purposes of admissions with South Avenue Infants School.

.....
**March 2007**

Signed Peter Gilroy (Chief Executive)

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Decision Referred to Cabinet Scrutiny			
YES		NO	✓

Cabinet Scrutiny Decision to Refer Back for Reconsideration			
YES		NO	

Reconsideration Record Sheet Issued			
YES		NO	

Reconsideration of Decision Published			

8. Local Authority Proposed Secondary School Admission Arrangements 2008-09

(Item. 8 - Report by Mr John Simmonds, Cabinet Member for Education and School Improvement and Mr Graham Badman, Managing Director, Children, Families and Education)

**KENT COUNTY COUNCIL
RECORD OF CABINET DECISION**



**DECISION
TAKEN ON**

Cabinet 12 March 2007

DECISION NO. 07/00964

Proposed Secondary School Admission Arrangements 2008/09

(Item 8 - Report by Mr John Simmonds, Cabinet Member for Education and School Improvement and Mr Graham Badman, Managing Director, Children, Families and Education)

(1) The County Council as the Admissions Authority for Community and Voluntary Controlled schools is required to consult on its proposed admission arrangements for these schools annually and to determine its arrangements by 15 April each year.

(2) The Education Act 2002 introduced a duty on Education Authorities to formulate a scheme to co-ordinate admissions arrangements for all maintained schools in its area and to take action to secure the agreement to the scheme by all Admission authorities. The County Council had consulted Headteachers and Chairmen of Governors of all Kent Primary and Secondary Schools, neighbouring Local Education Authorities, Diocesan Bodies; independent schools (which have pupils transferring to secondary schools) and other interested bodies on its proposals to co-ordinate admissions to all Kent secondary schools in September 2008. The Chairman and Vice-Chairman of the Admissions Forum had also been consulted. The Consultation considered four issues these being:-

- (i) the co-ordinated Admission Scheme for 2008/09;
- (ii) oversubscription criteria for Community and Voluntary Controlled secondary schools;
- (iii) the relevant Statutory Consultation Area; and
- (iv) published admission numbers for Community and Voluntary Controlled secondary schools.

(3) Cabinet agreed:-

- (i) the scheme to co-ordinate admissions to secondary schools in September 2008 be as set out in Appendix 1 of the Cabinet report;
- (ii) the oversubscription criteria for Community and Voluntary Controlled schools be as detailed in Appendix 2 to the Cabinet report;
- (iii) that the relevant statutory consultation area for secondary schools be designated parishes and adjoining districts, as set out in Appendix 3 of the Cabinet report;
- (iv) that the published Admission Numbers for Community and Voluntary Controlled secondary schools be as set out in Appendix 4 of the Cabinet report.

.....**March 2007**

.....
Signed Peter Gilroy (Chief Executive)

FOR COUNCIL SECRETARIAT USE ONLY

Decision Referred to Cabinet Scrutiny			
YES		NO	✓

Cabinet Scrutiny Decision to Refer Back for Reconsideration			
YES		NO	

Reconsideration Record Sheet Issued			
YES		NO	

Reconsideration of Decision Published

9. Cabinet Scrutiny and Policy Overview
(Item. 9 - Report by Mr Peter Gilroy, Chief Executive)

This report summarised the outcomes and progress on matters arising from the meeting of the Cabinet Scrutiny Committee held on 20 February 2007 and also detailed the overall work programme for Select Committee Topic Reviews as agreed by the Policy Overview Committee.

Appendix 6

KCC DEVELOPERS'
GUIDE TO
CONTRIBUTIONS
FOR COMMUNITY
FACILITIES

2007

BUILD COSTS UPDATED 1st FEBRUARY 2007

**(Including Review of Pupil Product ratios 1st September, 2006
taking account of new MORI data)**

KCC DEVELOPERS' GUIDE TO CONTRIBUTIONS FOR COMMUNITY FACILITIES

Introduction

This Guide supplements existing guidance and, in particular, it should be read in conjunction with the Kent Planning Officers' Group (KPOG) Good Practice Guide on Development Contributions produced in 1999 and its Addendum of 2001. The **aim** is to promote a consistent and transparent approach across the County of Kent towards the requirement for and the calculation of development contributions for KCC provided services. The **objective** of this Guide is to help developers/landowners, local planning authorities and service providers quantify the likely level of contributions required in respect of KCC services to meet the impact upon community facilities resulting from proposed development. It should be noted that contributions are also likely to be sought for other non-KCC facilities (including affordable housing, public open space, health etc.) and Districts as Local Planning Authorities will normally be the determining authority and therefore establish the totality of all developer contributions.

In accordance with Government advice the requirement for and level of the development contribution will form part of the overall consideration of the acceptability of a development proposal. Whilst this Guide sets out the standard requirements and the methodologies employed in the calculation of the required contributions, each development proposal will be assessed on its own merits. Details of the methodologies used are set out in the relevant appendix.

Circular 05/2005 is the cornerstone of Government Guidance in respect of Planning Obligations. Please refer to the aforementioned KPOG Good Practice Guide and its Addendum, along with the Kent & Medway Structure Plan "Mapping Out the Future" Policies QL 11 & 12, and IM1. All give guidance in respect of planning policy/the case for contributions (copies are available upon request from the contacts listed under 'Key Contacts & Further Information').

Highways and Transportation

Contributions to ameliorate the transport impact of developments are addressed through S38 and S278 of the Highway Act 1980 as well as being included in S106 (Town and Country Planning Act 1990) agreements and planning obligations. However, in order to promote more sustainable transport solutions a broader, more flexible approach is now being pursued which means that local solutions may include facilities for cycling, walking and public transport. Contributions on transport issues may involve both capital and revenue sums, for instance to provide both "hard" infrastructure (highway improvements) and "soft" support (bus services pump-priming until self-supporting). In general, transport contributions are not the subject of a formulaic approach as each site impact is unique and, in some circumstances, this will involve joint projects with the Highways Agency. Therefore, contributions will be negotiated on a site-specific basis to address the detailed needs of the development within a particular locality.

Wider Issues

Whilst the emphasis in this Guide is placed on the services within the statutory remit of KCC including Education, Libraries, Adult Education, Youth and Community, it is important to recognise that there is a range of facilities relative to development contributions provided by the authorities responsible for the provision of community services (KCC, District Councils and other partners) and that there are many issues that need to be balanced. Therefore, it is important that all parties know what the facility requirements are along with their cost so that an informed decision can be taken as to whether or not the development proposed should proceed. Pre School provision, Special Needs, Social Care and Cultural Facilities whilst less definitive and, therefore, less able to be readily quantified against a standard methodology, are equally important and need to be assessed on their merits on a case by case basis. Alternative methods of procurement, including the direct provision of facilities and “soft” support in respect of community infrastructure, as with ‘Highways and Transportation’ above, are equally important to consider where appropriate.

As the KPOG Good Practice Guide on Development Contributions states regarding ‘viability issues’ that if a development cannot support the required facilities, it may be necessary for a developer to identify other mechanisms to provide the necessary community infrastructure, such as applications for grant from the South East England Development Authority (SEEDA) or through central government bidding opportunities. The importance of partnerships is recognised in this respect with local authorities, funders, developers, land owners, housing associations and other working together to deliver effective ways of identifying gap funding requirements.

It may be necessary, from time to time, to consider “pooling “arrangements for receipt of contributions.

The cost figures will be updated annually to assist LPAs and developers in their negotiations. Individual S106 agreements will need to make provision for indexation of contributions to ensure that the arrangements are inflation proofed.

Structure of the Appendices

The Appendices to this Guide provide methodologies and supporting information along with a rate per dwelling (subject to the surplus/deficit of existing provision) for Education Facilities (Appendix A) and Community Services including Libraries, Adult Education and Youth and Community (Appendix B). For ease of reference, the preface to the Appendix summarises the rates per dwelling.

Key Contacts & Further information

Development Contributions Team Nigel Smith 01622 221930
Kent County Council nigel.smith@kent.gov.uk

Development Contributions Manager Paul Champion 01622 221346
Kent County Council paul.champion@kent.gov.uk

Mouchel Parkman are contracted on behalf of KCC to act as Agent in securing the receipt of contributions.

Contact: Allan Gilbert 01622 772917
Allan.gilbert@mouchelparkman.com

These should be contacted in the first instance, and will either liaise with or forward detailed enquiries to the relevant people.

In order to help speed up the process, standard KCC S106 clauses have also been produced and are available on request.

A number of Kent local planning authorities have prepared more detailed advice for further assistance which is also available on request. Further contact details can also be obtained from the above, if required.

PREFACE TO APPENDICES

Rates per dwelling as at February 2007, reviewable annually
(subject to the surplus/deficit of existing provision)

EDUCATION:

	Flat	House
Primary – extension*	£ 490.96	£ 1,963.82
Primary – new build*	£ 850.39	£ 3,401.58
Secondary – extension	£ 589.33	£ 2,357.33
Secondary - new build	£ 1109.96	£ 4,439.85

COMMUNITY SERVICES:

for Youth and Community:	£199.50	£798.00
for Libraries & Archives:	£216.00	
for Adult Education:	£165.50	

APPENDIX A

EDUCATION FACILITIES

Methodology

The following outlines the LEAs general approach to Development Contributions for Education Facilities which is based on the shortfall of facilities created by a particular development in a particular location taking into account existing surplus school places.

Primary and Secondary

1. The Methodology takes into account:

- All planning applications will be considered but generally, and subject to locational and cumulative factors, contributions will be sought from schemes for 10 or more units.
- 1-bed units of less than 56m² GIA and OAP/sheltered accommodation will be excluded from calculations.
- Current school capacities and forecast rolls assessed on
 - Primary schools within 2 mile radius of site
 - Secondary schools within 3 mile radius of site
- Inclusion of other known planning applications in the vicinity.
- Current surplus or deficit of places calculated.
- Pupil Product Ratios (PPR's) applied to number of units likely on site.

- If there is a surplus of places, no contribution is sought.
- If there is a deficit, then a contribution per additional pupil place required (ie the number of places not available within the capacity of existing schools and, therefore, those creating a direct impact on local facilities) is calculated using the Cost Multiplier below.
- On substantial development sites (usually 300+ units) new, serviced, school sites fit for purpose may also be required to be provided at no cost to the LPA or LEA.

2. The detailed calculation uses the following factors:

- Pupil Product Ratios (PPR's)

The likely pupil product from the subject development is calculated and an assessment made as to whether the local schools will be able to accommodate those pupils. The figures for new housing are the result of extensive research commissioned by the Kent LEA and undertaken by MORI. One-bedroom and sheltered accommodation will normally be removed from the calculation, although one-bedroomed units in excess of 56m² (600 ft²) will be considered. Calculated as follows:

	Flats	Houses
Nursery (3 –4 years old)	0.03	0.09
Primary (5 – 11 years old)	0.07	0.28
Secondary (12 – 18 years old)	0.05	0.20

- Cost per Pupil Place
(Multipliers)

If a contribution needs to be sought, each pupil place is costed as indicated below. These figures represent the average cost per place based on actual projects carried out by Kent LEA in the recent past. They may be subject to revision as and when necessary.

for Primary - extension	£ 7,013.64
for Primary - new build	£12,148.49
for Secondary - extension	£11,786.58
for Secondary - new build	£22,199.26

(2007 figures, all subject to annual review)

Rate per Dwelling:

(Subject to surplus/deficit of places)

	Flat	House
Primary – extension*	£ 490.96	£ 1,963.82
Primary – new build*	£ 850.39	£ 3,401.58
Secondary – extension	£ 589.33	£ 2,357.33
Secondary - new build	£ 1109.96	£ 4,439.85

* These figures do not include the provision of nursery and/or multi-agency space

3. School Capacity Assessments

- All primary schools within a 2-mile radius and secondary schools within a 3-mile radius of the proposed development are assessed for capacity, current roll and forecast rolls over the next five years. If there is no school within these distances then the nearest appropriate school(s) will be used.
- On occasions, in a compact town, a secondary school may be included even if further than 3 miles away, if it appears likely that it may be chosen by residents of the new development.
- These figures are valid for a period of 3 months from their issue and are subject to variation in respect of the timing and details of a specific proposal.
- The radii are based on DfES criteria for appropriate walking to school distances and are also used when LEAs seek borrowing approval from the DfES for capital building projects.

APPENDIX B

COMMUNITY SERVICES

Methodology

The following outlines the general approach to development contributions for Community Services. The contributions will be used flexibly to make provision locally (within or near to new developments), and/or as part of larger town centre facilities. The exact nature of new facilities will be subject to consultation with local people and the prevailing local circumstances. The opportunity to take advantage of multi-use design will be closely examined and followed whenever practicable.

Libraries & Archives

1. The methodology is district based and takes into account:
 - All planning applications will be considered but generally, and subject to locational and cumulative factors, contributions will be sought from schemes for 10 or more units.
 - Inclusion of other known planning applications in the District.
 - Account will be taken of the forecast District population, which will act to limit any growth in capacity requirements.
 - Current capacity and future requirements across the whole of the District.
 - The Kent standard for a new stand-alone library is that it should serve a distinct community of at least 5,000 people.
 - The cost of land has not been included although on larger developments (usually 300+ units) a new site/premises may also be required.
2. The detailed calculation uses the following factors:
 - A service requirement of 30m² gross of public library space per 1,000 population, based upon the draft National Library Standard, including circulation and non-public areas.
 - Parking space will be required on a per m² basis.
 - Building costs are based upon the RICS BCIS Tender Price Index and new build prices.
 - Furniture and fittings, based upon current fitting out costs of new provision in Kent.
 - New book stock based upon National Library Standard 17 - 216 items of book stock per 1,000 population, with the average price of new books taken from the Holt Jackson review of new book prices paid by Public Libraries.

RATE PER DWELLING

(subject to surplus/deficit)

£ 216.00

3. Current surplus or deficit of capacity:

- Where the surplus of capacity is greater than the additional new requirement, then no development contribution is sought.
- If surplus capacity is less than the additional new requirement, then contributions will be sought on the net deficit.
- Where a deficit of current capacity exists, contributions will be sought for the full additional new requirement.

The aforementioned figures are indicative and subject to variation based on the circumstances of each individual case.

Adult Education

1. The methodology is district based and takes into account:

- All planning applications will be considered but generally, and subject to locational and cumulative factors, contributions will be sought from schemes for 10 or more units.
- Inclusion of other known residential planning applications in the District.
- Account will be taken of the forecast District population, which will act to limit any growth in capacity requirements.
- Current capacity and future requirements will be assessed across the whole of the District, based on KCC full time adult education facilities.
- The cost of land has not been included although on larger developments (usually 300+ units) a new site/premises may also be required.

2. The detailed calculation uses the following factors:

- The number of enrolments in the full time facilities within the District, converted to full time equivalent students.
- A requirement for 70 m² for 30 full time students, based on the DfES standard for a general teaching classroom and circulation and non-public areas.
- The adult population participation rate in adult education for Kent.
- Parking space will be required on a per staff/student basis.
- Building costs are based upon the RICS BCIS Tender Price Index and new build prices.
- Furniture and fittings, based upon current fitting out costs of new provision in Kent.

RATE PER DWELLING

(subject to surplus/deficit)

£165.50

3. Current surplus or deficit of capacity:

- Where surplus capacity exists and that is more than the additional new requirement, then no development contribution is sought.
- If surplus capacity is less than the additional new requirement, then contributions will be sought on the net deficit.
- Where a deficit of current capacity exists, contributions will be sought for the full additional new requirement.

The aforementioned figures are indicative and subject to variation based on the circumstances of each individual case.

Youth & Community

1. The methodology takes into account:

- All planning applications will be considered but generally, and subject to locational and cumulative factors, contributions will be sought from schemes for 10 or more units.
- Inclusion of other known planning applications in the vicinity.
- Account will be taken of the forecast District population, which will act to limit any growth in capacity requirements.
- Current capacity and future requirements will be assessed within a 3-mile radius of the proposed development site.
- The cost of land has not been included although on larger developments (usually 300+ units) a new site/premises may also be required.

2. The detailed calculation uses the following factors:

- The current average level of attendance per session within the 3 mile radius.
- Standard floor area of 280 m² for 35 young people attendees, including circulation and back office areas.
- Young Person Product Ratio (YPPR) of 0.20 applied per house, & 0.05 per flat, equal to the Pupil Product Ratio for secondary schools.
- Young Person Contact Ratio (YPCR) of 0.25 applied to the YPPR for the 13-19 age group attendees.
- Parking space will be required on a per m² basis.
- Building costs are based upon the RICS BCIS Tender Price Index and new build prices.
- Furniture and fittings, based upon current fitting out costs of new provision in Kent.

RATE PER DWELLING

(subject to surplus/deficit)

£ 798.00 per house

£ 199.50 per flat

3. Current surplus or deficit of capacity:

- Where surplus capacity exists and that is more than the additional new requirement, then no development contribution is sought.
- If surplus capacity is less than the additional new requirement, then contributions will be sought on the net deficit.
- Where a deficit of current capacity exists, contributions will be sought for the full additional new requirement.

The aforementioned figures are indicative and subject to variation based on the circumstances of each individual case.

SUPPORTING INFORMATION

- **Threshold for Seeking Contributions** – In general terms contributions will be sought from schemes for 10 or more units. However, it is recognised that in some areas specific factors such as limited land supply may lead to the development of smaller sites and/or a cumulative impact on community facilities. In these cases, all planning applications will be considered on their individual merits.
- **Timing of Assessment** - An assessment for contribution purposes and requests will be made at the time a planning application is made. Developers may seek an indication prior to this for their planning purposes - particularly on larger developments. If a planning application is varied then a subsequent assessment will be made.
- **Previous Applications** - The likely product from other recent and relevant applications in the area is accounted for in the calculation - unless a contribution is under negotiation or has been agreed.
- **New Site Requirement** - Where substantial developments are involved (generally 300+ houses) there may be a necessity for a site for a new school and/or other KCC community facilities, which may or may not already feature in the local plan for the area.

LEGAL AGREEMENTS

KCC Standard S106 Clauses are available separately.

A broad indication of terms in respect of education contributions is as follows:

- Contribution payable upon “Commencement of Development”
- Contribution Index-linked to “All-in Tender Price” index as prepared by BCIS for RICS - between date of Agreement of Heads of Terms and Payment
- The Developer/Landowner to pay all KCC reasonable Legal and Administrative costs incurred in preparation, agreement and completion of S106 Agreement
- KCC undertake to spend contribution within the locality (a 2 or 3 mile radius for education) depending on type of need.
- KCC to repay the contribution, or any unexpended part, within a specified period of 10 years from occupation of last unit built on site

Where sites are required they should be fit for the intended purpose for example (but not to be taken as an exhaustive list):

- to be free from contamination,
- adopted roads and services to connect to the site,
- investigations and preparation completed,
- transfer of the site at nil cost.

If you have any queries regarding the contents of this Guide then please contact us.