

DATED

2 February

2018

(1) KEITH WILLIAM LANGMEAD

TO:

(2) WEST SUSSEX COUNTY COUNCIL

**UNILATERAL UNDERTAKING UNDER
SECTION 106 TOWN & COUNTRY
PLANNING ACT 1990 AND OTHER
POWERS**

**Relating to land at Street Buildings, North
End Road, Yapton, West Sussex**

THIS UNDERTAKING is made on

2 February

2017

BY:

- (1) **KEITH WILLIAM LANGMEAD** of Manor Farm, Poling Street, Poling, Arundel BN18 9PT (the "Owner")

INTRODUCTION

- A The County Council is a local planning authority and also the authority with responsibility for education, library and fire services for the area in which the Site is situated.
- B The Owner is the registered proprietor of the Land on which the Site is situated.
- C On 07 July 2017, the Applicant submitted the Planning Application to the Council to develop the Site.
- D The County Council's officers have requested the Owner to provide various planning contributions under Section 106 of the Act.
- E The Owner has agreed to enter into this Deed in order to secure the WSCC Contributions.
- F This Agreement is made by way of deed

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

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

"All Requisite Consents" means all requisite consents, orders, agreements, authorisations, licences and permissions required to implement a scheme;

"Applicant" means Keith Langmead Limited;

"Base Rate" means the base rate from time to time of Bank of England;

"BCIS Index" means the All-In Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors;

"CIL Regulations" means the Community Infrastructure Regulations 2010;

"Commencement of Development" means the date on which the first material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, 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"**, **"Commenced"** and **"Commences"** shall be construed accordingly;

“Commencement Date” means the date of Commencement of Development;

“Council” means Arun District Council of Maltravers Road, Littlehampton, West Sussex, BN17 5LF;

“County Council” means West Sussex County Council of County Hall, West Street, Chichester, West Sussex PO19 1RQ; **“Development”** means the redevelopment of the site with up to 45 dwellings (30% affordable (up to 14)) and 0.3 hectares of landscaped open space with vehicular access from Maypole Lane and pedestrian/cycle access only from North End Road pursuant to the Planning Application or permitted by the Planning Permission or carried out substantially in accordance with the Planning Permission;

“Dwelling” means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission and **“Dwellings”** shall be constructed accordingly;

“Financial Contribution” means one or more of the financial contributions referred to in Schedule 1 and **“Financial Contributions”** shall be construed accordingly;

“Fire and Rescue Contribution” means the sum payable in accordance with paragraph 1 of Schedule 1 of this Deed being a contribution towards the supply and installation of additional fire safety equipment to vulnerable persons homes in West Sussex Fire Rescue Services Southern Area serving Yapton;

“Further Education Contribution” means the sum payable in accordance with paragraph 4 of Schedule 1 of this Deed being a contribution towards additional equipment at St Philip Howard Catholic High School's Sixth Form;

“Index Linked” means index linked in accordance with the provisions of clause 10;

“Inspector” means the inspector appointed to determine the Planning Appeal;

“Interest” means interest at the base lending rate of Bank of England applicable at the Specified Date;

“Land” means the land at Street Buildings, North End Road, Yapton, BN18 0DT registered with the Land Registry under title number WSX378752 and part of the land registered with the Land Registry under title number WSX253742

“Library Contribution” means the sum payable in accordance with paragraph 5 of Schedule 1 of this Deed being a contribution to providing additional stock at Arundel Library;

“NPPF” means the National Planning Policy Framework published by the Department for Communities and Local Government;

“Occupation” and **“Occupied”** means first occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;

“Owner” means Keith William Langmead;

“Planning Application” means the application for outline planning permission for the Development, with some matters reserved, submitted to the Council on 07 July 2017 with reference number Y/49/17/OUT;

“Planning Condition” means a condition of the Planning Permission

“Planning Obligations” means the obligations, conditions and stipulations set out in Schedule 1 to this Deed;

“Planning Permission” means the planning permission subject to conditions to be granted by the Inspector pursuant to the Planning Application and Planning Appeal;

“Primary Education Contribution” means the sum payable in accordance with paragraph 2 of Schedule 1 of this Deed being a contribution towards additional facilities at Yapton CofE Primary School;

“Reserved Matters” means any matters reserved for later approval by virtue of a condition imposed in the Planning Permission;

“Reserved Matters Application” means an application for Reserved Matters for any part of the Development and shall include any amendment to it or fresh application for Reserved Matters made in substitution therefore or an alternative application for Reserved Matters Approval;

“Reserved Matters Approval” means an approval to Reserved Matters pursuant to a Reserved Matters Application;

“Secondary Education Contribution” means the sum payable in accordance with paragraph 3 of Schedule 1 of this Deed being a contribution towards additional facilities at St Philip Howard Catholic High School;

“Secretary of State” means the Secretary of State for Communities and Local Government or any successor to their functions in respect of the Act;

“Site” means the land at Street Buildings, North End Road, Yapton, West Sussex over which the Planning Application was made, which is shown for identification purposes only edged red on Plan 1;

“Specified Date” means the date on which a financial contribution is required to be paid pursuant to this Deed;

“St Philip Howard Catholic High School” means the secondary school located at Elm Grove Street, Barnham, Bognor Regis, PO22 0EN;

“Working Day” means a day (other than a Saturday, Sunday or public holiday) in England when banks in London are open for business;

“WSCC Contributions” means the contributions to be paid in accordance with Schedule 1.

And in relation to any of the above definitions any derivative word or expression shall have a comparable meaning.

2 CONSTRUCTION OF THIS DEED

- 2.1 Clause headings shall not affect the interpretation of this Deed.
- 2.2 A **“person”** including a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 A reference to a **“company”** shall include any company, corporation or other body corporate, where and however incorporated or established.
- 2.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 2.5 Unless the context otherwise requires a reference to one gender shall include a reference to other genders.
- 2.6 A reference to any party shall include that party's representatives, successors and permitted assigns and to 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.
- 2.7 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.8 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 2.9 A reference to "**writing**" or "**written**" includes fax but not email.
- 2.10 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 2.11 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.12 Any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.13 Where 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.

3 LEGAL BASIS

- 3.1 This Deed is made under Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations under Section 106 of the Act and are enforceable by the County Council as appropriate in accordance with Section 106 of the Act as local planning authorities against the Owners.

4 CONDITIONALITY

- 4.1 This Deed is conditional upon:
 - 4.1.1 the grant of the Planning Permission; and
 - 4.1.2 the Commencement of Development,

save for the provisions of clauses 1, 3, 4, 9, 13, 14, 15 and 16 which shall come into effect immediately upon completion of this Deed.
- 4.2 In the event that the Planning Application is subject to an appeal each Planning Obligation in this Deed is also conditional upon:
 - 4.2.1 The Secretary of State or the Inspector being satisfied that it is:
 - 4.2.1.1 necessary to make the Development acceptable in planning terms; and

4.2.1.2 directly related to the Development; and

4.2.1.3 fairly and reasonably related in scale and kind to the Development; and

4.2.1.4 complies in all other respects with Regulation 122 of the CIL Regulations;

4.2.2 In the event that the Secretary of State or the Inspector expressly states in his decision letter that any individual planning obligation within this Deed is not compliant with the CIL Regulations and/or the NPPF or is immaterial to the grant of Planning Permission and that no weight has been given to the same in reaching his decision then that planning obligation or those planning obligations will cease to have effect and shall be void for the purposes of this Deed and shall have no effect and the Owner shall not be obliged to comply with the terms of that obligation and the remaining clauses will remain in full force and effect provided that severance is achievable.

4.3 In the event that the Council adopt a charging schedule under the CIL Regulations prior to Planning Permission being granted, the Owner shall be released from any of the obligations in this Deed that relate to an item or project included on the Council's regulation 123 list of infrastructure.

5 THE OWNER'S COVENANTS

5.1 Subject to the County Council first confirming in writing that it will observe and perform the requirements of Schedule 2 of this Deed, the Owner covenants with the County Council so as to bind the Site to perform the obligations as set out in Schedule 1.

6 MISCELLANEOUS

6.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

6.2 This Deed shall be registrable as a local land charge by the Council.

6.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

6.4 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 Commencement of Development.

6.5 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.

6.6 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

7 EXCLUSIONS OF LIABILITY

7.1 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site, or

such part of the Site to which the breach relates, but without prejudice to liability for any antecedent or subsisting breach arising prior to parting with such interest.

- 7.2 No person shall be liable for any breach of any of the Planning Obligations or other provisions of this Deed which relate to a part of the Site in which it does not have an interest.
- 7.3 This Deed shall not be enforceable against any owner, occupier or tenant of any Dwelling constructed pursuant to the Planning Permission, or their mortgagees, nor against those deriving title from them.
- 7.4 Notwithstanding any other provision of this Deed the obligations under this Deed shall not be binding or enforceable against:
- 7.4.1 Any mortgagee of any tenant or person to whom an affordable housing provider grants a shared ownership lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver.
- 7.4.2 Any person to whom a shared ownership lease of an affordable dwelling is granted.
- 7.4.3 Any person who has acquired either a reversionary interest or a new lease in an affordable dwelling pursuant to the terms of a shared ownership lease.
- 7.4.4 Any affordable housing provider
- 7.5 The obligations in this Deed shall not bind or be enforceable against any statutory undertaker who has or takes in future an interest in the Site for the purpose of providing apparatus pursuant to its statutory undertaking for the Development
- 7.6 The obligations in this Deed shall not bind or be enforceable against any mortgagee, chargee or receiver of an affordable housing provider or any successor in title to such mortgagee chargee or receiver.
- 7.7 Any legal charge entered into in respect of the Site or any part of the Site after this Deed has been completed shall take effect subject to this Deed PROVIDED THAT the mortgagee under such a legal charge shall have no liability under this Deed unless it causes the breach after it becomes a mortgagee in possession of the land comprised in the legal charge and the mortgagee shall not be liable for any breach of this Deed that occurs prior to the mortgagee taking possession of that land

8 WAIVER

No waiver (whether expressed or implied) by the County Council or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the County Council or the Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

The Owners agree to give the County Council immediate 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 give 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 provided that the Owners shall not be required to give notice to the Council of any change of ownership affecting a Dwelling.

10 INDEX LINKED

- 10.1 Unless there is an express provision to the contrary the Owner agrees that any sum payable by the Owner and referred to in Schedule 1 shall be increased by the application of the following formula:

$$A = (B \times C) \text{ divided by } D$$

- Where A is the sum actually payable on the Specified Date
- B is the original sum mentioned in this Deed
- C is the BCIS Index for the quarter preceding the Specified Date
- D is the BCIS Index for the quarter preceding the date that Planning Permission is granted

- 10.2 Where reference is made to an index (including the BCIS Index) and that index ceased to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Owner shall advise the County Council in writing.

11 INTEREST

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

12 VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

13 NOTICES

- 13.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:

13.1.1 delivered by hand; or

13.1.2 sent by pre-paid first class post or other next working day delivery service.

- 13.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

13.2.1 to the County Council at Monitoring and Records Team, Strategic Planning Division, County Hall, West Street, Chichester, West Sussex, PO19 1RQ quoting the Planning Application number:

13.2.2 to the Owner at Manor Farm, Poling Street, Poling, Arundel BN18 9PT

or at such other address as the relevant party shall specify by notice to the other parties

- 13.3 Any notice or other communication given in accordance with clause 13.1 and clause 13.2 will be deemed to have been received:

13.3.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9 am on a Working Day, the notice will be deemed to have been received at 9 am on that day, and if delivery occurs after 5 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9 am on the next Working Day;

13.3.2 if sent by pre-paid first class post or other next working day delivery service at 9 am on the second Working Day after posting.

13.4 A notice or other communication given under this deed shall not be validly given if sent by email.

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

14 JURISDICTION

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

15 COSTS

Upon completion of this Deed the Owner shall pay the County Council's legal costs in connection with the consideration and negotiation of this Deed being the sum of £1,000.

16 DELIVERY

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

SCHEDULE 1

The Owners' Covenants with the County Council

1 FIRE AND RESCUE CONTRIBUTION

- 1.1 To pay the Fire and Rescue Contribution to the County Council on or before the Occupation of the first Dwelling in the Development.
- 1.2 Not to Occupy, or cause or allow the Occupation of the second Dwelling in the Development before the Fire and Rescue Contribution has been paid to the County Council.
- 1.3 The Fire and Rescue Contribution shall be calculated by reference to the following formula:

$$Y \times (Z/M) = \text{Fire and Rescue Contribution}$$

Where:

Y = The estimated adjusted increase in population generated by the Development calculated by reference to the total number of Dwellings as approved in the Development calculated by reference to the following table:

Dwelling Size	House	Flat
1 bed	1.5	1.3
2 bed	1.9	1.9
3 bed	2.5	2.4
4+ bed	3.0	2.8

Z = £5,530,000 being the estimated cost of providing additional Fire and Rescue Infrastructure in the Southern Service Division of the West Sussex.

M = 429,647 being the projected population of the Fire and Rescue Service Southern Service Division of the West Sussex.

2 PRIMARY EDUCATION CONTRIBUTION

- 2.1 To pay the Primary Education Contribution to the County Council on or before the Occupation of the first Dwelling in the Development.
- 2.2 Not to Occupy, or cause or allow the Occupation of the second Dwelling in the Development before the Primary Education Contribution has been paid to the County Council.
- 2.3 The Primary Education Contribution shall be calculated by reference to the following formula:

$$\text{DfE Figure} \times \text{ACP} = \text{Primary Education Contribution}$$

Where:

ACP (Additional Child Product) = The estimated additional number of primary school age children likely to be generated by the Development, calculated by reference to

the total number of Dwellings, less any allowance for affordable dwellings, as approved in the Development.

The following criteria are used to calculate the ACP:

Dwelling Size	House	Flat
1 bed	1.5	1.3
2 bed	1.9	1.9
3 bed	2.5	2.4
4+ bed	3.0	2.8

Using the above occupancy rates to determine an overall population increase, the following factors are then applied to determine the ACP. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are seven year groups for primary (years R to 6), five for secondary (years 7 to 11) and two for further education (years 12 and 13).

DfE Figure = Department of Education Primary school building costs per pupil place as adjusted for the West Sussex Area applicable at the date when the first instalment of the Primary Education Contribution is due (which for 2017/18 is £15,666) updated as necessary by reference to the change in the BCIS Index from the date when the cost multiplier was last updated by the County Council to the date when the first instalment of the Primary Education Contribution falls due.

- 2.4 The Primary Education Contribution shall not be subject to Clause 10 of this Agreement because the sum referred to as the DfE Figure in paragraph 2.3 and used in the calculation of the Primary Education Contribution is regularly revised in line with changes in build costs for primary school buildings in the West Sussex area.

3 SECONDARY EDUCATION CONTRIBUTION

- 3.1 To pay the Secondary Education Contribution to the County Council on or before the Occupation of the first Dwelling in the Development.
- 3.2 Not to Occupy, or cause or allow the Occupation of the second Dwelling in the Development before the Secondary Education Contribution has been paid to the County Council.
- 3.3 The Secondary Education Contribution shall be calculated by reference to the following formula:

$$\text{DfE Figure} \times \text{ACP} = \text{Secondary Education Contribution}$$

Where:

ACP (Additional Child Product) = The estimated additional number of secondary school age children likely to be generated by the Development, calculated by reference to the total number of Dwellings, less any allowance for affordable dwellings, as approved in the Development.

The following criteria are used to calculate the ACP:

Dwelling Size	House	Flat
1 bed	1.5	1.3
2 bed	1.9	1.9
3 bed	2.5	2.4
4+ bed	3.0	2.8

Using the above occupancy rates to determine an overall population increase, the following factors are then applied to determine the ACP. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are seven year groups for primary (years R to 6), five for secondary (years 7 to 11) and two for further education (years 12 and 13).

DfE Figure = Department of Education Secondary school building costs per pupil place as adjusted for the West Sussex Area applicable at the date when the first instalment of the Secondary Education Contribution is due (which for 2017/18 is £23,604) updated as necessary by reference to the change in the BCIS Index from the date when the cost multiplier was last updated by the County Council to the date when the first instalment of the Secondary Education Contribution falls due.

- 4 The Secondary Education Contribution shall not be subject to Clause 10 of this Agreement because the sum referred to as the DfE Figure in paragraph 3.3 and used in the calculation of the Secondary Education Contribution is regularly revised in line with changes in build costs for secondary school buildings in the West Sussex area.

5 FURTHER EDUCATION CONTRIBUTION

- 5.1 To pay the Further Education Contribution to the County Council on or before the Occupation of the first Dwelling.
- 5.2 Not to Occupy, or cause or allow the Occupation of the second Dwelling until the Further Education Contribution has been paid to the County Council.
- 5.3 The Further Education Contribution shall be calculated by reference to the following formula:

$$\text{DfE Figure} \times \text{ACP} = \text{Further Education Contribution}$$

Where:

ACP (Additional Child Product) = The estimated additional number of further education age children likely to be generated by the Development, calculated by reference to the total number of Dwellings, less any allowance for affordable dwellings, approved in the Development.

The following criteria are used to calculate the ACP:

Dwelling Size	House	Flat
1 bed	1.5	1.3
2 bed	1.9	1.9

3 bed	2.5	2.4
4+ bed	3.0	2.8

Using the above occupancy rates to determine an overall population increase, the following factors are then applied to determine the ACP. According to 2001 census data, there are 14 persons per 1000 population in each school year group for houses and 5 persons per 1000 population in each school year group for flats. There are seven year groups for primary (years R to 6), five for secondary (years 7 to 11) and two for further education (years 12 and 13).

DfE Figure = Department of Education Further Education building costs per pupil place as adjusted for the West Sussex Area applicable at the date when the first instalment of the Further Education Contribution is due (which for 2017/18 is £25,600) updated as necessary by reference to the change in the BCIS Index from the date when the cost multiplier was last updated by the County Council to the date when the first instalment of the Further Education Contribution falls due.

- 5.4 The Further Education Contribution shall not be subject to Clause 10 of this Agreement because the sum referred to as the DfE Figure in paragraph 4.3 and used in the calculation of the Further Education Contribution is regularly revised in line with changes to build costs for further education buildings in the West Sussex area

6 LIBRARY CONTRIBUTION

- 6.1 To pay the Library Contribution to the County Council on or before the Occupation of the first Dwelling in the Development.
- 6.2 Not to Occupy, or cause or allow the Occupation of the second Dwelling in the Development before the Library Contribution has been paid to the County Council.
- 6.3 The Library Contribution shall be calculated by reference to the following formula:

$$L/1000 \times AP = \text{Library Contribution}$$

Where:

AP (Additional Persons) = The estimated number of additional persons generated by the Development calculated by reference to the total number of Dwellings as approved in the Development calculated by reference to the following table:

Dwelling Size	House	Flat
1 bed	1.5	1.3
2 bed	1.9	1.9
3 bed	2.5	2.4
4+ bed	3.0	2.8

L/1000 = Extra library space in sqm per 1,000 population x the library cost multiplier (which currently for the financial year 2017/2018 are 35sqm and £4,591 per sqm respectively).

SCHEDULE 2

The Owner's covenants with the County Council are subject to the County Council confirming in writing to the Owners that it is willing to act in accordance with the following provisions set out in this Schedule.

1 FIRE AND RESCUE CONTRIBUTION

- 1.1 Upon receipt of the Fire and Rescue Contribution under paragraph 1 of Schedule 1 it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
- 1.2 Upon written request on or after ten (10) years of the date of receipt of the Fire and Rescue Contribution to issue to the party that paid the Fire and Rescue Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Fire and Rescue Contribution has been expended by the County Council.
- 1.3 If or to the extent that any of the Fire and Rescue Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 1.2 above the County Council shall on such date refund to the party that paid the Fire and Rescue Contribution any unexpended part of any of the Fire and Rescue Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
- 1.4 If at the end of the period referred to in paragraph 1.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Fire and Rescue Contribution or part thereof for the purposes specified in paragraph 1.1 then the County Council shall not be required to refund any part of the Fire and Rescue Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Fire and Rescue Contribution in the manner set out in paragraph 1.2 of this Schedule and refund any unexpended part of the Fire and Rescue Contribution in the manner set out in paragraph 1.3 of this Schedule.

2 PRIMARY EDUCATION CONTRIBUTION

- 2.1 Upon receipt of the Primary Education Contribution under paragraph 2 of Schedule 1 it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
- 2.2 Upon written request on or after ten (10) years of the date of receipt of the Primary Education Contribution to issue to the party that paid the Primary Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Primary Education Contribution has been expended by the County Council.
- 2.3 If or to the extent that any of the Primary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 2.2 above the County Council shall on such date refund to the party that paid the Primary Education Contribution any unexpended part of any of Primary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

- 2.4 If at the end of the period referred to in paragraph 2.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Primary Education Contribution or part thereof for the purposes specified in paragraph 2.1 then the County Council shall not be required to refund any part of the Primary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Primary Education Contribution in the manner set out in paragraph 2.2 of this Schedule and refund any unexpended part of the Primary Education Contribution in the manner set out in paragraph 2.3 of this Schedule.

3 SECONDARY EDUCATION CONTRIBUTION

- 3.1 Upon receipt of the Secondary Education Contribution under paragraph 3 of Schedule 1 it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
- 3.2 Upon written request on or after ten (10) years of the date of receipt of the Secondary Education Contribution to issue to the party that paid the Secondary Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Secondary Education Contribution has been expended by the County Council.
- 3.3 If or to the extent that any of the Secondary Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 3.2 above the County Council shall on such date refund to the party that paid the Secondary Education Contribution any unexpended part of any of Secondary Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
- 3.4 If at the end of the period referred to in paragraph 3.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Secondary Education Contribution or part thereof for the purposes specified in paragraph 3.1 then the County Council shall not be required to refund any part of the Secondary Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Secondary Education Contribution in the manner set out in paragraph 3.2 of this Schedule and refund any unexpended part of the Secondary Education Contribution in the manner set out in paragraph 3.3 of this Schedule.

4 FURTHER EDUCATION CONTRIBUTION

- 4.1 Upon receipt of the Further Education Contribution under paragraph 4 of Schedule 1 it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
- 4.2 Upon written request on or after ten (10) years of the date of receipt of the Further Education Contribution to issue to the party that paid the Further Education Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Further Education Contribution has been expended by the County Council.
- 4.3 If or to the extent that any of the Further Education Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 4.2. above the County Council shall on such date refund to the party that paid the Further

Education Contribution any unexpended part of any of Further Education Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.

- 4.4 If at the end of the period referred to in paragraph 4.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Further Education Contribution or part thereof for the purposes specified in paragraph 4.1 then the County Council shall not be required to refund any part of the Further Education Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Further Education Contribution in the manner set out in paragraph 4.2 of this Schedule and refund any unexpended part of the Further Education Contribution in the manner set out in 4.3 of this Schedule.

5 LIBRARY CONTRIBUTION

- 5.1 Upon receipt of the Library Contribution under paragraph 5 of Schedule 1 it will hold it in a separately identified interest bearing section of the County Council's combined accounts and apply the same together with any interest accruing on it for the purpose specified by this Deed in the vicinity of the Site.
- 5.2 Upon written request on or after ten (10) years of the date of receipt of the Library Contribution to issue to the party that paid the Library Contribution an account certified by the Director of Finance, Performance and Procurement for the time being of the County Council detailing how the Library Contribution has been expended by the County Council.
- 5.3 If or to the extent that any of the Library Contribution shall not have been spent by the County Council by the end of the period referred to in paragraph 5.2 above the County Council shall on such date refund to the party that paid the Library Contribution any unexpended part of any of Library Contribution together with compound interest on the unexpended part(s) from the date of receipt by the County Council of the contribution to the date of repayment at the base rate of the Bank of England applicable at the date of repayment calculated on a day to day basis.
- 5.4 If at the end of the period referred to in paragraph 5.2 of this Schedule the County Council shall have entered into a contract or other legally binding obligation to expend the Library Contribution or part thereof for the purposes specified in paragraph 5.1 then the County Council shall not be required to refund any part of the Library Contribution required for those purposes but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the party that paid the Library Contribution in the manner set out in paragraph 5.2 of this Schedule and refund any unexpended part of the Library Contribution in the manner set out in paragraph 5.3 of this Schedule.

IN WITNESS whereof the parties have executed and delivered this Deed on the day and year first before written.

Executed as a deed by

KEITH WILLIAM LANGMEAD

in the presence of:

Signature of witness:

Name:

Richard Venables Kyme

Address:

Belmont Hall, Convey R110 15A

Occupation

Architect

APPENDIX 1

PLAN 1

14154260-1

