

DATED

2022

**ROBERT HITCHINS LIMITED**

to

**GLOUCESTERSHIRE COUNTY COUNCIL**

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING  
under S106 of the Town and Country Planning Act 1990 (as amended) the Public  
Libraries and Museums Act 1964 Chapter III of the Education Act 1996 Section 111  
of the Local Government Act 1972 and Section 1 of the Localism Act 2011**

**(Education and Libraries obligations only)**

in respect of Land at Oakley Farm, Priors Road, Cheltenham

Planning Application Reference 20/01069/OUT  
Planning Appeal Ref: APP/B1605/W/21/3273053

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**THIS DEED** is made the

day of

2022

**BY**

**ROBERT HITCHINS LIMITED** (Co. Regn. No. 0686734) whose registered office is at

The Manor, Boddington, Cheltenham, Gloucestershire GL51 0TJ ("the **Owner**")

creating planning obligations enforceable by **GLOUCESTERSHIRE COUNTY COUNCIL**

of Shire Hall, Westgate Street, Gloucester GL1 2TG ("the **Council**")

**WHEREAS:**

- (1) The Owner is the Registered Proprietor of the Land with absolute title subject only to the matters set out in the Title Registers but otherwise free from incumbrances and as more particularly described in Schedule 1 of this Deed
- (2) The Owner proposes to carry out the Development on the Land
- (3) The Owner enters into this Deed in order to secure the planning obligations contained within it in relation to education and libraries provisions only in the event that the Permission is granted; The Owner will enter into a separate planning obligation with regards to highways and other infrastructure provisions by way of a bi-lateral agreement which will be completed on the same date as this Deed
- (4) The Owner will enter into separate planning obligations with Cheltenham Borough Council which will be completed on the same date as this Deed
- (5) The Council is
  - (a) a Local Planning Authority as defined in the Act and the Local Planning Authority for the purposes of planning obligations imposed pursuant to the provisions of Section 106 of the Act; and

(b) the Children and Families Authority and the Libraries Authority for Gloucestershire

**NOW THIS DEED WITNESSETH** as follows:

**DEFINITIONS AND INTERPRETATION**

1.(a) In this Deed the following expressions shall have the following meanings:

<b>'Act'</b>	means the Town and Country Planning Act 1990 and any re-enactment or amendment thereof for the time being in force
<b>'Agreed Schools'</b>	means the: <ul style="list-style-type: none"><li>• Schools in the Whaddon Primary School Planning Area set out in the Gloucestershire School Places Strategy;</li><li>• Schools in the Charlton Kings Primary School Planning Area set out in the Gloucestershire School Places Strategy; and</li><li>• Dunalley Primary School</li></ul>
<b>'Appeal'</b>	means an appeal under Planning Appeal Reference APP/B1605/W/21/3273053
<b>'Application'</b>	means an application made to Cheltenham Borough Council and registered under number 20/01069/OUT for residential development of up to 250 residential dwellings, associated infrastructure, ancillary facilities, open space and landscaping. Demolition of existing buildings. Creation of new vehicular access from Harp Hill and currently subject to the Appeal
<b>'CIL Regulations'</b>	means the Community Infrastructure Levy Regulations 2010 (as amended)
<b>'Commencement Date'</b>	means the date which any material operation as defined in Section 56 of the Act forming part of the

	<p>Development begins to carry out other than (for the purposes of this Deed and for no other purpose):</p> <ul style="list-style-type: none"> <li>• operations consisting of site clearance (including vegetation),</li> <li>• demolition work,</li> <li>• archaeological investigations,</li> <li>• investigations for the purpose of assessing ground conditions,</li> <li>• remedial work in respect of any contamination or other adverse ground conditions,</li> <li>• diversion and laying of services,</li> <li>• erection of any temporary means of enclosure,</li> <li>• the temporary display of site notices or advertisements</li> <li>• construction of temporary accesses or temporary works</li> <li>• erection of hoarding and fences and other site security measures during construction including the provision of site compounds</li> </ul> <p>and "<b>Commence</b>" "<b>Commenced</b>" and "<b>Commencement of Development</b>" shall be construed accordingly</p>
<b>'Community Infrastructure Levy'</b>	means the community infrastructure levy pursuant to the CIL Regulations (or similar tax, levy, tariff or charge relating to the grant of planning permission)
<b>'Contributions'</b>	<p>means the</p> <ul style="list-style-type: none"> <li>• Libraries Contribution</li> <li>• Primary Education Contribution</li> <li>• Secondary Education Contribution and</li> <li>• Sixth Form Education Contribution</li> </ul>
<b>'Development'</b>	means development of the Land in accordance with (or largely in accordance with) the Permission
<b>'Dwelling'</b>	means a dwelling built as part of the Development (and reference to a numbered dwelling such as 1 <sup>st</sup> 80 <sup>th</sup> or 170 <sup>th</sup> shall have the ordinary meaning thereof and shall be construed accordingly)

<b>‘Dwelling (Qualified)’</b>	means a house without age or health occupancy restrictions and with two or more bedrooms
<b>‘Education Contributions’</b>	means the: <ul style="list-style-type: none"> <li>• Primary Education Contribution</li> <li>• Secondary Education Contribution and</li> <li>• Sixth Form Education Contribution</li> </ul>
<b>‘First Occupied’</b>	means the date when a Dwelling becomes liable for Council Tax or any replacement thereof and <b>‘First Occupation’</b> shall be construed accordingly
<b>‘Gloucestershire School Places Strategy’</b>	means a document that sets out the pupil place needs in mainstream school in Gloucestershire between 2021 and 2026 as published by the Council in March 2021 (and shall be inclusive of all supplements and modifications or updates as shall be in circulation at the time)
<b>‘Index (Ed)’</b>	means the Building Cost Information Service All-in Tender Price Index (BCIS All-in TPI) issued by the Royal Institution of Chartered Surveyors (RICS) or any successor body upon which the duties in connection with that index devolves or in the event that the BICS cease to compile or publish the BCIS All-in TPI such index or indices as shall be determined by the Proper Officer [in consultation with the Developer] for the purposes of this Deed as being an index or indices that gives an accurate indication of the rate of inflation of prices in the UK from month to month
<b>‘Indexation’</b>	means application of the relevant index or RPI to the respective contribution in relation to clause 6
<b>‘Inspector’</b>	means the inspector appointed by the Secretary of State or Minister for Housing, Communities and Local Government appointed to determine the Appeal

<b>'Land'</b>	means the freehold land known as Oakley Farm, Priors Road, Cheltenham, GL52 5AQ being the land comprised in Land Registry title number GR215822 and shown for the purposes of identification only edged red on the Plan
<b>'Late Payment Interest'</b>	means a rate calculated on a daily basis and compounded quarterly from the due date until payment at five per cent (5%) per annum over the Bank of England base rate from time to time in force
<b>'Libraries Contribution'</b>	means the sum of forty nine thousand pounds (£49,000) to be used towards additional library resources at Oakley library services and/or Prestbury Library in accordance with paragraph 1(a) of Schedule 2 of this Deed
<b>'Notice of Commencement'</b>	means written notification from the Owner to the Relevant Proper Officer through the S106 Monitoring Officer of the Commencement Date in accordance with the provisions of this Deed
<b>'Permission'</b>	means planning consent granted pursuant to the Application (whether or not granted on appeal)
<b>'Plan'</b>	means the plan annexed to this Deed and marked drawing number 333.L.1
<b>'Primary Education Contribution'</b>	means, subject to the provisions of clause 3(d) either: a) nil or b) the sum of one million three hundred and one thousand one hundred and forty eight pounds (£1,301,148) with such amount as is payable (if any) to be used towards the provision of additional primary school places in accordance with paragraph 1(b) of Schedule 2 of this Deed

<p><b>‘Proper Officer’</b></p>	<p>means the:</p> <ul style="list-style-type: none"> <li>• Executive Director: Children’s Services or such other Chief Officer as shall from time to time be responsible for the Children and Families function of the Council; and/or</li> <li>• Director of Economy, Environment and Infrastructure or such other Chief Officer as shall from time to time be responsible for libraries functions of the Council; and</li> </ul> <p>the term <b>‘Relevant Proper Officer’</b> shall be construed accordingly</p>
<p><b>‘RPI’</b></p>	<p>means:</p> <ul style="list-style-type: none"> <li>• The Retail Prices Index issued by the Office for National Statistics or by any other Department Ministry or other body upon which the duties in connection with that index devolves; or</li> <li>• in the event that the Office for National Statistics ceases to compile or publish the said RPI such other index shall be agreed with the Council or in default of agreement such index as shall be determined for the purposes of this Deed as being an index which gives an accurate indication of the rate of inflation of prices in the UK from month to month</li> </ul>
<p><b>‘S106 Monitoring Officer’</b></p>	<p>means that officer of the Council appointed from time to time with the role of monitoring the compliance of the Owner or other persons with the provisions of this Deed</p>
<p><b>‘Secondary Education Contribution’</b></p>	<p>means subject to the provisions of clause 3(d), either:</p> <ol style="list-style-type: none"> <li>a) the sum of five hundred and twenty eight thousand one hundred and eighty one pounds (£528,181) or</li> <li>b) the sum of seven hundred and forty one</li> </ol>



	<p>thousand nine hundred and sixty seven pounds (£741,967)</p> <p>with such amount as is payable to be used in accordance with paragraph 1(c) of Schedule 2 of this Deed</p>
<b>‘Sixth Form Education Contribution’</b>	<p>means, subject to the provisions of clause 3(d):</p> <p>a) the sum of ninety one thousand one hundred and twenty eight pounds (£ 91,128) or</p> <p>b) the sum of three hundred and nine thousand two hundred and nine pounds (£309,209) or</p> <p>c) nil</p> <p>with such amount as is payable (if any) to be used in accordance with paragraph 1(d) of Schedule 2 of this Deed</p>
<b>‘Title Registers’</b>	<p>means the registers of title number GR215822 referred to in Schedule 1 as at 27<sup>th</sup> May 2021 timed 11:26:44</p>
<b>‘VAT’</b>	<p>means the tax referred to in the Value Added Tax Act 1994 or any tax of a similar nature which is introduced in substitution for or as an addition to such tax from time to time</p>
<b>‘Working Days’</b>	<p>means any day except Saturday or Sunday or a Bank Holiday or any day which in England and Wales are public holidays</p>

- (b) The Development shall be deemed to be commenced on the Commencement Date
- (c) Where the context so admits
- (i) words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa (and

- where more than one party undertakes an obligation all such obligations can be enforced against all and any parties so undertaking)
- (ii) where reference is made to a statutory provision this includes all prior and subsequent enactments amendments and modifications relating to that provision and any sub-ordinate legislation made under it
- (d) The expressions "the **Council**" and "the **Owner**" shall include their respective successors in title and assigns and in the case of the Council its successors in statutory function
- (e) All headings in this Deed are for ease of reference only and are not part of this Deed nor are they intended to be used as a guide to its interpretation
- (f) Any phrase introduced by the terms '**including**' '**include**' '**in particular**' or any similar expression shall be construed as illustrative and shall not limit the sense of the words following those terms
- (g) This Deed shall cease to have effect (insofar only as it has not already been complied with or should have been complied with)
- (i) if the Permission shall be varied quashed revoked or otherwise withdrawn or it expires prior to the implementation of the Permission;
- or
- (ii) the Permission (without the consent of the Owner) is modified by any statutory procedure; or
- (iii) development of the Land is undertaken pursuant to another planning permission granted after the date of this Deed
- (h) Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission or

any other one relating to the Development) granted (whether or not on appeal) after the date of this Deed

### **STATUTORY PROVISIONS**

- 2.(a) This Deed constitutes a planning obligation for the purposes of Section 106 of the Act, the Public Libraries and Museums Act 1964, Chapter III of the Education Act 1996, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and any other enabling powers
- (b) This Deed is entered into in pursuance of and is a planning obligation for the purpose of Section 106 of the Act and is entered into by the Owner in respect of the Land and is enforceable by the Council.

### **CONDITIONALITY**

- 3.(a) (Save for this clause and clauses 1, 2, 12 - 19 inclusive which shall be of immediate effect) the provisions of this Deed is conditional on and shall only take effect on the grant of the Permission
- (b) the obligations within clause 5 and clause 19(b) of this Deed are conditional upon Commencement of Development
- (c) in the event that the Application falls to be determined by the Secretary of State or by an Inspector appointed by the Secretary of State (as to the whole or any part of this Deed, as appropriate) the obligations hereunder are conditional upon the Secretary of State or the Inspector appointed by the Secretary of State not stating in his report that the provisions are irrelevant or not required in order to grant Permission or are not compliant with the CIL

Regulations (and any provision in this Deed that the Inspector determines does not meet the policy tests set out in the CIL Regulations shall from the date of such determination not be enforced) UNLESS such decision is quashed following a successful legal challenge

(d) in the event that the Application falls to be determined by the Secretary of State or by an Inspector appointed by the Secretary of State (as to the whole or any part of this Deed, as appropriate) the amount of the Primary Education Contribution, the Secondary Education Contribution and the Sixth Form Education Contribution shall be decided by the Secretary of State or the Inspector appointed by the Secretary of State and where:

i) the Secretary of State or the Inspector appointed by the Secretary of State states in his report that the Education Contributions should be calculated on the basis of the pupil product ratios proposed by the Owner, then the amount of the Education Contributions payable shall be as follows:

aa) in the event the Secretary of State or the Inspector appointed by the Secretary of State concludes that the Education Contributions should be based on assessing the surplus school capacity by aggregating the capacity of the Agreed Schools or aggregating the surplus school capacity across the school planning areas, then the Education Contributions shall be the following amounts:

PRIMARY	SECONDARY	SIXTH FORM
£ Nil	£528,181.00	£91,128.00

bb) in the event the Secretary of State or the Inspector appointed by the Secretary of State concludes that the Education Contributions should be based on assessing the surplus capacity of individual schools, then the Education Contributions shall be the following amounts:

PRIMARY	SECONDARY	SIXTH FORM
£ Nil	£528,181.00	£ Nil

ii) the Secretary of State or the Inspector appointed by the Secretary of State states in his report that the Education Contributions should be calculated on the basis of the pupil product ratios proposed by the Council, then the amount of the Education Contributions payable shall be as follows:

aa) in the event the Secretary of State or the Inspector appointed by the Secretary of State concludes that the Education Contributions should be based on assessing the surplus school capacity by aggregating the capacity of the Agreed Schools or aggregating the surplus school capacity across the school planning areas, then the Education Contributions shall be the following amounts:

PRIMARY	SECONDARY	SIXTH FORM
£ Nil	£741,967.00	£309,209.00

bb) in the event the Secretary of State or Inspector appointed by the Secretary of State concludes that the Education Contributions should be based on assessing the existing surplus capacity of individual schools, then the Education Contributions shall be the following amounts:

PRIMARY	SECONDARY	SIXTH FORM
£ Nil	£741,967.00	£Nil

iii) the Secretary of State or the Inspector appointed by the Secretary of State states in his report that Education Contributions should be based on assessing the surplus school capacity by aggregating the capacity of the Agreed Schools, and that a 95% occupancy limit should be applied, , then the amount of the Education Contributions shall be the following amounts:

PRIMARY	SECONDARY	SIXTH FORM
£ 1,301,148.00	£741,967.00	£309,209.00

**EXCLUSIONS/LIABILITY FOR BREACH**

4.(a) It is intended that no party shall be liable for any breach of any restriction or obligation contained in this Deed after it shall have parted with its interest in the Land or the part of the Land to which the breach relates but without prejudice to liability for any subsisting breach arising prior to the parting with such interest for which it shall continue to be liable

- 4.(b) The obligations hereunder shall not be enforceable against:
- (aa) the owners and/or occupiers of an individual Dwelling or those deriving title from them;
  - (bb) any statutory undertaker or other person who acquires any part of the Land or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services
  - (cc) a chargee (and its successors) of any Registered Provider (which expression shall mean a housing association or other body which is registered with the Homes and Communities Agency as a social landlord) or residential occupier of an Affordable Housing Unit (which expression shall mean dwellings constituting affordable housing within the meaning of Annex 2 to the National Planning Policy Framework (July 2021)) taking possession or effecting a power of sale under a charge in default
- 4.(c) It is intended that no party shall be liable for any breach of any restriction or obligation contained in this Deed unless they hold an interest in that part of the Land in respect of which the breach occurs but without prejudice to liability for any subsisting breach arising prior to the parting of such interest for which it shall continue to be liable

#### **THE OWNER'S UNDERTAKINGS**

5. The Owner undertakes to the Council as set out in clause 19(b) and Schedule 2

### **INDEXATION**

6. Any contribution referred to in this Deed shall be increased or decreased by an amount equal to the increase or decrease in the corresponding Index, being:

- (a) the Index (Ed) in relation to the Education Contributions; and
- (b) RPI in relation to the Libraries Contribution

in respect of the particular contribution set out in this Deed from the publication immediately before the date hereof to the publication immediately before the date on which such contribution is payable

### **LATE PAYMENT INTEREST**

7. If any sum payable under the terms of this Deed is not paid at the time specified herein the Owner shall pay to the Council Late Payment Interest on such sum at the Late Payment Interest rate

### **VAT**

8. All payments in accordance with the terms of this Deed shall be exclusive of any VAT payable in respect thereof

### **NOTICES**

9. Any notice to:

- (a) the Owner under this Deed shall be in writing signed by the Assistant Director of Legal Services for the time being of the Council unless otherwise herein



provided and shall be deemed to be sufficiently served if sent to it by registered or recorded delivery post; and

- (b) the Council under this Deed shall be in writing and shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the Council addressed to the Assistant Director of Legal Services Gloucestershire County Council Shire Hall Westgate Street Gloucester GL1 2TG

**NOTICE (OF COMMENCEMENT AND OTHER PAYMENT TRIGGERS)**

10. The Owner shall:

- (a) write to the S106 Monitoring Officer no less than twenty eight (28) days before the Owner expects commencement of the Development to occur notifying the Council of the expected Commencement Date;
- (b) within seven (7) days of the actual Commencement Date serve on the S106 Monitoring Officer the Notice of Commencement;
- (c) prior to the date of First Occupation of the 80th Dwelling on the Development, serve notice of the date of First Occupation of the 80th Dwelling on the Development on the S106 Monitoring Officer; and
- (d) prior to the date of First Occupation of the 170<sup>th</sup> Dwelling, serve notice of the date of First Occupation of the 170<sup>th</sup> Dwelling on the S106 Monitoring Officer;

and the Owner acknowledges that the S106 Monitoring Officer is at liberty to elect a date which it considers to be the Commencement Date, the date of First Occupation of the 80<sup>th</sup> Dwelling and the 170<sup>th</sup> Dwelling in default of the

Owner's compliance with sub-clause 10(a), 10(b), 10(c) and/or 10(d) above for the purposes of Clauses 6 (Indexation) and 7 (Late Payment Interest)

**EVIDENCE OF COMPLIANCE**

11. In addition and without prejudice to the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation to the Land or otherwise the Owner shall if and when required by the Council from time to time provide the Council (without charge and within ten (10) Working Days) with such information including any copies of any documents as the Council may request for the purpose of ascertaining whether there has been compliance with or any breach of the requirements of this Deed and the Schedules to it

**NON-WAIVER**

12. Failure by the Council or the Relevant Proper Officer at any time to enforce the provisions of this Deed or to require performance strictly or otherwise by the Owner of any of the conditions or obligations of this Deed or any failure or delay by the Council or the Relevant Proper Officer to exercise any act right or remedy shall not be construed as a waiver of or as creating an estoppel in connection with any such condition or obligation and shall not affect the validity of this Deed or any part thereof or the right of the Council to enforce any provision and any variation of this Deed agreed between the Owner and the Council shall not vitiate the remainder of this Deed which shall remain in full force and effect subject to such amendments or amendments agreed

## **GENERAL**

- 13.(a) This Deed supersedes and replaces all previous negotiations whether oral or written and
- (b) None of the parties has relied on any express or implied statement warranty representation or undertaking given by or on behalf of another and no collateral Deed exists between the parties and
- (c) Nothing herein contained excludes the liability of any of the parties in relation to fraud

## **CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

14. It is not intended that any third party shall have a right to enforce the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 even if the terms are expressed to be for their benefit and nor shall any such third party have a right of veto over any future variations of this Deed

## **EFFECT OF INVALIDITY ILLEGALITY OR ENFORCEABILITY**

15. If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

## **WARRANTY**

16. The Owner hereby warrants to the Council that it has not leased mortgaged charged or otherwise created any interest in the Land at the date of this Deed

### **JURISDICTION**

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

### **CONSENT TO REGISTRATION**

18. The Owner hereby consents to the registration of this Deed as a Local Land Charge

### **COSTS**

19.(a) The Owner shall upon the execution hereof pay the Council's:

- (i) technical charges (Education and Libraries) in the sum of £[                    ];
- (ii) initial charges for monitoring compliance with this Deed in the sum of £500; and
- (iii) reasonable legal fees in negotiating the terms of this Deed

19.(b) The Owner undertakes to pay to the Council the balance of the charges for monitoring compliance with this Deed in the sum of £[                    ] on or prior to Commencement of Development.

**SCHEDULE 1**  
**DETAILS OF LAND OWNERSHIP**

TITLE NUMBER	PROPRIETOR
Freehold land at Oakley Farm, Priors Road, Cheltenham being all of the land comprised in Land Registry title number GR215822	The Owner

**SCHEDULE 2**  
**THE CONTRIBUTIONS**

- The Owner shall pay the Contributions to the Council (plus Indexation and Late Payment Interest if applicable) as set out below:

Type of Contribution	Lump sum or Instalments	Trigger
(a) Libraries Contribution, for the purpose of the expansion of the library services at Oakley library services and/or Prestbury Library by increasing stock (both physical and electronic) IT and digital technology and provision of increased services to meet increased demand arising from the Development	One lump sum	On or before First Occupation of the 1 <sup>st</sup> Dwelling
(b) Primary Education Contribution for the purpose of providing additional primary school places in the Whaddon Primary Schools Planning Area (or as	Three equal instalments	<ul style="list-style-type: none"> <li>First Instalment: on or before the expiry of six (6) months following</li> </ul>

	otherwise directed by the Council) to meet the need arising from the Development		<p>Commencement of Development</p> <ul style="list-style-type: none"> <li>• Second Instalment: on or before First Occupation of the 80<sup>th</sup> Dwelling; and</li> <li>• Third Instalment: on or prior to First Occupation of the 170<sup>th</sup> Dwelling</li> </ul>
(c)	Secondary Education Contribution for the purpose of providing additional secondary school places and/or sixth form places in the Cheltenham Secondary Schools Planning Area (or as otherwise directed by the Council) to meet the need arising from the Development	Three equal instalments	<ul style="list-style-type: none"> <li>• First Instalment: on or before the expiry of six (6) months following Commencement of Development</li> <li>• Second Instalment: on or before First Occupation of the 80<sup>th</sup> Dwelling; and</li> <li>• Third Instalment: on or prior to First Occupation of the 170<sup>th</sup> Dwelling)</li> </ul>
(d)	Sixth Form Education Contribution for the purpose of providing additional sixth form places and/or secondary school places in the Cheltenham Secondary Schools Planning Area (or as otherwise directed by the Council) to meet the	Three equal instalments	<ul style="list-style-type: none"> <li>• First Instalment: on or before the expiry of six (6) months following Commencement of Development</li> <li>• Second Instalment:</li> </ul>

	need arising from the Development		<p>on or before First Occupation of the 80<sup>th</sup> Dwelling; and</p> <ul style="list-style-type: none"> <li>• Third Instalment: on or prior to First Occupation of the 170<sup>th</sup> Dwelling</li> </ul>
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REVIEW OF THE CONTRIBUTIONS

2. A review shall be carried out firstly upon the issue of the approval of reserved matters confirming the total number of Dwellings to be built on the Land and secondly when 50% of the Dwellings to be built on the Land have been First Occupied and, on the occasion of each review, in the event that the final number of the:

(i) Dwellings (Qualified) built pursuant to the Permission or to be built pursuant to the said approval of reserved matters varies from the currently proposed two hundred and twenty six (226) Dwellings (Qualified) the Education Contributions shall be reviewed and recalculated per Dwelling (Qualified):

(aa) (where the Primary Education Contribution payable is £1,301,148) at a rate of Five Thousand Seven Hundred and Fifty Seven pounds (£5,757) per Dwelling (Qualified) based on a cost per place of £14,954 and a pupil per dwelling multiplier of 0.385 in relation to the Primary Education Contribution; and

(bb) (where the Secondary Education Contribution payable is £528,181) at a rate of Two Thousand Three Hundred and

Thirty Seven pounds (£2,337) per Dwelling (Qualified) based on a cost place of £19,312 and a pupil per dwelling multiplier of 0.1210 in relation to the Secondary Education Contribution or (where the Secondary Education Contribution payable is £741,967) at a rate of Three Thousand Two Hundred and Eighty Three pounds (£3,283) per Dwelling (Qualified) based on a cost place of £19,312 and a pupil per dwelling multiplier of 0.17 in relation to the Secondary Education Contribution; and

(cc) (where the Sixth Form Education Contribution payable is £91,128) at a rate of Four Hundred and Three pounds (£403) per Dwelling (Qualified) based on a cost per place of £22,803 and a pupil per dwelling multiplier of 0.01768 in relation to the Sixth Form Education Contribution or (where the Sixth Form Education Contribution payable is £309,209) at a rate of One Thousand Three Hundred and Sixty Eight pounds (£1,368) per Dwelling (Qualified) based on a cost per place of £22,803 and a pupil per dwelling multiplier of 0.06 in relation to the Sixth Form Education Contribution

And, for the avoidance of doubt, where the Secretary of State or the Inspector appointed by the Secretary of State states in his report that no Primary Education Contribution, Secondary Education Contribution and/or Sixth Form Education Contribution (as applicable) is payable (or that the amount of such contribution is nil), no review shall be



carried out in relation to such Primary Education Contribution, Secondary Education Contribution and/or Sixth Form Education Contribution (as applicable).

- (ii) Dwellings built pursuant to the Permission or to be built pursuant to the said approval of reserved matters varies from the currently proposed two hundred and fifty (250) Dwellings the Libraries Contribution shall be reviewed and recalculated at a rate of One Hundred and Ninety Six Pounds (£196.00) per Dwelling

and any shortfall or amount underpaid in respect of either (i) or (ii) above shall be paid to the Council within twenty eight (28) days of completion of the review and, where any such review and recalculation means the Primary Education Contribution, the Secondary Education Contribution, the Sixth Form Education Contribution and /or the Libraries Contribution set out above is greater than the amount that should be payable following such review and recalculation, a corresponding adjustment shall be made when the final instalment of the relevant Contribution is paid.

**IN WITNESS** whereof this document has been executed as a Deed the day and year first before written

Executed as a **DEED** by affixing  
the **COMMON SEAL** of  
**ROBERT HITCHINS LIMITED**  
in the presence of:-



Director

Director/ Secretary