

(1) **[LOCAL PLANNING AUTHORITY]**

and

(2) **SUFFOLK COUNTY COUNCIL**

and

(3) **[FREEHOLD OWNER]**

and

(4) **[DEVELOPER – if different to Owner]**

and

(5) **[ANY OTHER INTERESTED PARTY – e.g. Leaseholder, etc.]**

and

(6) **[MORTGAGEE]**

DEED

**Pursuant to Section 106 Town & Country Planning Act 1990
relating to land at **[INSERT DESCRIPTION OF THE LAND]****

This Deed is made the day of 20

Between:

- (1) **[LOCAL PLANNING AUTHORITY]** of [...address....] (“the District/Borough Council”)
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (“the County Council”)
- (3) **[OWNER]** of [...address....] (“the Owner” or “the First Owner”)
- (4) **[OWNER]** of [...address....] (“the Second Owner”)
- (5) **[DEVELOPER]** (company number **XXXXXXX**) of [...address....] (“the Developer”)
- (6) **[ANY OTHER INTERESTED PARTY e.g. Leaseholder]** of [...address....] (“the XXXXXX”)
- (7) **[MORTGAGEE]** (company number **XXXXXXX**) of [...address....] (“the Mortgagee”)

INTRODUCTION

1. The District Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
2. The County Council is **[the local highway authority (except for trunk roads), the local education authority, local library authority, local waste authority]** and is also a local planning authority for the purposes of the Act for the area in which the Site is situated and by whom the obligations contained in this Deed are enforceable.
3. The **[First]** Owner is the freehold owner of the **[part of the]** Site registered with the Land Registry under title number **SKXXXXX**.
4. **[The Second Owner is the freehold owner of the part of the Site registered with the Land Registry under title number SKXXXXX]**
5. **[The First Owner and Second Owner are together herein referred to as "the Owners".]**

6. The Developer is [state interest in the land]
7. The Mortgagee has a registered charge dated [insert date] over the [part of the] Site registered with the Land Registry under title number SKXXXXXX.
8. The [Owner(s)/Developer] has submitted the Application to the [District/Borough Council] for the Development and the [District/Borough] Council have resolved to grant planning permission for the Development pursuant to the Application subject to the prior completion of this Deed to regulate the Development and to secure the planning obligations contained in this Deed.
9. The [District/Borough] Council and County Council consider and the [Owner(s)/Developer] acknowledges that the Development should not take place until certain restrictions regulating the use of the Site are imposed in the manner hereafter appearing and pursuant to section 106 of the Act the [District/Borough] Council and County Council and the [Owner(s)/Developer] have agreed to enter into this Deed.
10. [The [District/Borough] Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Regulations 2010 (as amended).]

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings [and shall be read in conjunction with the definitions set out in Schedule [X]]:

“Act” the Town and Country Planning Act 1990 (as amended);

[“Affordable Housing” has the meaning given to it in Annex 2 to the National Planning Policy Framework]

[“Affordable Housing Units” means [X] of the Dwellings to be Affordable Housing]

“Application” the application for [full/hybrid/outline] planning permission validated by the [District/Borough] Council on the [Date] for the Development and allocated reference number [Reference Number];

“Commencement of Development” the date on which any 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 lay

of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly;

“Completion of the Development” the date that the last Dwelling is first Occupied;

“Development” the development of the Site [insert description of the development] as set out in the Application;

“Dwelling” any dwelling (including a house bungalow flat or maisonette [and including both Market Housing Units and Affordable Dwelling Units]) to be constructed pursuant to the Planning Permission;

["Early Years Contribution"] **[Full/hybrid/outline planning permission:**

means the sum of £XX,XXX (Sum in words) Index Linked

[For some hybrid/outline planning permissions use:

[means the sum of £XX,XXX (Sum in words) Index Linked per Dwelling];

["Education Contributions"] means together the Primary Education Contribution and the Secondary Education Contribution [and the Sixth Form Contribution].

["Highways Contribution"] means the sum of £XX,XXX (sum in words) Index Linked;]

“Index”	the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation;
“Index Linked”	the increase in any sum referred to in Schedule [X] by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is payable to be calculated in accordance with Clause 29 of this Deed;
“Late Payment Interest”	interest at 4 per cent above the base lending rate of the Bank of England from time to time;
[“Library Contribution”	<p>[Full/hybrid/outline planning permission:</p> <p>means the sum of £XX,XXX (Sum in words) Index Linked</p> <p>[For some hybrid/outline planning permissions use:</p> <p>[means the sum of £XX,XXX (Sum in words) Index Linked per Dwelling];</p>
[“Market Housing Units”	means those Dwellings forming part of the Development which are not Affordable Housing Units”
[“Monitoring Report”	means a report prepared by the [Owner/Developer] based on the effectiveness of the Full Travel Plan its progress and any changes as a result of travel survey findings to be submitted for approval to the County Council annually for [five] years

following the approval of the Full
Travel Plan]

“Occupation”

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 and “Occupied and “Occupy” shall be construed accordingly;

“Plan”

the plan attached to this Deed;

“Planning Permission”

the [full/hybrid/outline] planning permission subject to conditions which may be granted by the [District/Borough] Council pursuant to the Application substantially as set out in the draft as set out in Schedule [X];

[“Primary School Contribution”

[Full/hybrid/outline planning permission:

means the sum of £XX,XXX (Sum in words) Index Linked]

[For some hybrid/outline planning permissions use:

[means the sum of £XX,XXX (Sum in words) Index Linked per Dwelling];

[“Public Rights of Way Contribution”

means the sum of £XX,XXX (sum in words) Index Linked;]

[“Public Transport Infrastructure Contribution”

means the sum of £XX,XXX (sum in words) Index Linked;]

["Public Transport Service Contribution"]	means the sum of £XX,XXX (sum in words) Index Linked;]
["Secondary School Contribution"]	<p>[Full/hybrid/outline planning permission:</p> <p>means the sum of £XX,XXX (Sum in words) Index Linked</p> <p>[For some hybrid/outline planning permissions use:</p> <p>[means the sum of £XX,XXX (Sum in words) Index Linked per Dwelling];</p>
["Sixth Form Contribution"]	<p>[Full/hybrid/outline planning permission:</p> <p>means the sum of £XX,XXX (Sum in words) Index Linked</p> <p>[For some hybrid/outline planning permissions use:</p> <p>[means the sum of £XX,XXX (Sum in words) Index Linked per Dwelling];</p>
"Site"	the land described in Schedule 1 against which this Deed may be enforced and as shown edged red for identification purposes only on the Plan;
["Full Travel Plan"]	means a fully developed plan based on travel survey data of the end users]
["Travel Plan(s)"]	means one or both of the Interim Travel Plan and the Full Travel Plan providing a package of measures aimed at promoting more sustainable travel choices and reducing reliance

on the private car in relation to the Development.]

["Travel Plan Bond"]

means a bond entered into by the [Owner/Developer] with a surety which has been approved by the County Council in the sum of [amount in numbers and words] such sum being considered appropriate to ensure compliance with the terms of any travel plan which is approved in relation to the Development such bond to last for a period of [ten (10) years] to reduce by [20%] on approval of the Full Travel Plan and thereafter annually by [20%] subject to the approval by the County Council of the annual Monitoring Reports]

["Travel Plan Evaluation and Support Fee"]

means the sum of [sum (£X,XXX)] to be spent on the evaluation and support of the Full Travel Plan, including but not limited to the annual site visit, attendance at meetings with the Travel Plan Coordinator and assessment of the Travel Plan by the County Council for a period of [ten (10)] years]

["Travel Plan Coordinator"]

means the person appointed by the [Owner/Developer] to fully implement and monitor the Travel Plans]

["Travel Plan Notice"]

means a notice in writing served on the Owner specifying the steps required within 28 days to implement the framework and full measures and

monitoring requirements of the Travel Plans]

["Waste Contribution"]

[Full/hybrid/outline planning permission:

means the sum of £XX,XXX (Sum in words) Index Linked

[For some hybrid/outline planning permissions use:

[means the sum of £XX,XXX (Sum in words) Index Linked per Dwelling];

"Working Days"

Monday to Friday (inclusive) except Good Friday, Christmas Day and public or bank holidays from time to time in England.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 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 interchangeably in that manner.
- 2.4 Wherever more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament or Directive of the European Union shall include any modification, extension or re-enactment of that Act or Directive 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 Directive or deriving validity from it.

2.6 Any references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the [District/Borough] Council and County Council the successors to their respective statutory functions.

2.7 The headings are for reference only and shall not affect construction.

2.8 Any covenant by the [Owner(s)/Developer] not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

3. **LEGAL BASIS**

3.1 This Deed is made pursuant to Section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

3.2 The covenants, restrictions and requirements imposed upon the [Owner(s)/Developer] under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council and the County Council in the case of covenants made with them as local planning authorities against the [Owner(s)/Developer] or their successors in title.

4. **CONDITIONALITY**

4.1 This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions in clauses [8.1, 11, 16, 17 and 18] which shall come into effect immediately upon completion of this Deed.

5. **THE OWNERS' COVENANTS**

5.1 The [Owner(s)/Developer] covenants with the [District/Borough] Council as set out in the [Third] Schedule so as to bind the Site and each and every part thereof.

5.2 The [Owner(s)/Developer] covenants with the County Council as set out in the [Fourth] Schedule so as to bind the Site and each and every part thereof.

6. THE DISTRICT COUNCIL'S COVENANTS

6.1 The [District/Borough] Council hereby covenants with the [Owner(s)/Developer] as set out in [Fifth] Schedule.

7. THE COUNTY COUNCIL'S COVENANTS

7.1 The County Council hereby covenants with the [Owner(s)/Developer] as set out in the [Sixth] Schedule.

8. MISCELLANEOUS

8.1 The [Owner(s)/Developer] covenant to pay to the [District/Borough] Council and the County Council their reasonable legal costs incurred in the negotiation, preparation and execution of this Deed prior to the completion of this Deed.

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

8.3 This Deed shall be registrable as a local land charge by the [District/Borough] Council.

8.4 Where the agreement, approval, consent or expression of satisfaction is required by the [Owner(s)/Developer] from the District Council or the County Council (as appropriate) under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on:

8.4.1 behalf of the [District/Borough] Council by the [insert relevant officer]; and

8.4.2 behalf of the County Council by the Director of Resource Management (or officer acting under his hand)

and any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

- 8.5 Following the performance and satisfaction of all the obligations contained in this Deed the [District/Borough] Council shall forthwith on the written request of the [Owner(s)/Developer] mark accordingly all entries made in the Register of Local Land Charges in respect of this Deed.
- 8.6 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.
- 8.7 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(s)/Developer]) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.8 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 part where such breach occurs) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.9 [Save as specifically excluded in Schedule [X] this Deed shall be enforceable (in respect of any restriction on Occupation and use only) against owner-occupiers or tenants of the Dwellings constructed pursuant to the Planning Permission and against those deriving title from them] **AFFORDABLE HOUSING PROVISION**
- 8.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 8.11 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, functions, powers, duties and obligations of the [District/Borough] Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 8.12 The [Owner(s)/Developer] covenant from the date that this Deed takes effect to allow the [District/Borough] Council, County Council and their respectively duly authorised officers or agents at all reasonable times to enter into and upon the Site for the purposes of monitoring compliance with the provisions of this Deed.

8.13 The [Owner(s)/Developer] hereby agree that any rights to claim compensation arising from any limitations or restrictions on the planning use of the Site under the terms of this Deed are hereby waived.

8.14 The [Owner(s)/Developer] covenant and warrant to the [District/Borough] Council and the County Council that they have full power to enter into this Deed and there is no other person having a charge over or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

9. MORTGAGEE'S CONSENT

9.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the [Owner(s)/Developer] with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over 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 the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

10. WAIVER

10.1 No waiver (whether expressed or implied) by the [District/Borough] Council or 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 [District/Borough] Council or County Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11. CHANGE IN OWNERSHIP

11.1 The [Owner(s)/Developer] agree with the [District/Borough] Council and County Council to give each of them immediate written notice of any change in ownership of any of their interests in the Site [(save for disposals of individual Dwellings)] occurring before all the obligations under this Deed have been discharged such notice quoting the [District/Borough] Council's reference [insert reference] 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 purchased by reference to a plan and a copy of the registered title and plan thereto.

12. INDEXATION

12.1 Any sum referred to in Schedule(s) [X] (unless the context reads otherwise) shall be increased by an amount equivalent to the increase in the Index (unless the context reads otherwise) from the date hereof until the date on which such sum is payable using the application of the formula $A = B \times (C/D)$ where:

12.1.1 A is the sum payable under this Deed;

12.1.2 B is the original sum calculated as the sum payable;

12.1.3 C is the Index for the month 2 months before the date on which the sum is payable;

12.1.4 D is the Index for the month 2 months before the date of this Deed;
and

12.1.5 C/D is greater than 1

13. INTEREST

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

14. VAT

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

15. NOTICE

15.1 The [Owner(s)/Developer] covenants to inform the [[District/Borough] Council and] County Council by way of written notice within seven (7) days following:

a) Commencement of Development;

b) Occupation of the first (1st) Dwelling;

c) Occupation of the [insert trigger point] Dwelling;

d) Occupation of the final Dwelling;

e) Completion of the Development.

16. DISPUTE PROVISIONS

- 16.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference may be referred by any party to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 16.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause [16.1] or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 16.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than thirty Working Days after the conclusion of any hearing that takes place or thirty Working Days after he has received any file or written representation.
- 16.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten Working Days.
- 16.5 The provisions of this clause shall not affect the ability of the [District/Borough] Council or the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum,

damages, any other means of enforcing this Deed and consequential and interim orders and relief.

17. **JURISDICTION**

17.1 This Deed is governed by and interpreted in accordance with English law and shall be determined in the courts of England.

18. **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.

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

The COMMON SEAL of **[DISTRICT/BOROUGH] COUNCIL** was affixed in the presence of:

Authorised Signatory

The COMMON SEAL of **SUFFOLK COUNTY COUNCIL** was affixed in the presence of:

Authorised Signatory

EXECUTED AS A DEED by [OWNER] in the presence of:

W Signature

I

T Name (BLOCK CAPITALS).....

N

E Address.....

S

S

EXECUTED AS A DEED by [DEVELOPER]

in the presence of:

Director:

Director/Secretary:

EXECUTED as a Deed by)

an attorney for and in the name of))
[MORTGAGEE])
In the presence of)

Attorney

Witness signature

Name

Address

[Execution blocks for any other parties]

FIRST SCHEDULE

Details of the [Owner's] Title, and description of the Site

1. The freehold land shown edged [red] on the Plan being land at [address] the title to which is registered at the Land Registry under title number SKXXXXXX.

SECOND SCHEDULE

[Draft planning permission]

THIRD SCHEDULE

The [Owner(s)/Developer's] Covenants with the [District/Borough] Council

1. AFFORDABLE HOUSING

[Affordable Housing Clauses]

2. Any other Covenant's to [District/Borough] Council

FOURTH SCHEDULE

The [Owner's/Developer's] Covenants with the County Council

1. EARLY YEARS CONTRIBUTION

- 1.1 The [Owner(s)/Developer] covenants to pay to the County Council the Early Years Contribution prior to [the first Occupation of the first (1st) Dwelling.]
- 1.2 The [Owner(s)/Developer] hereby covenants not to Occupy or permit Occupation of [any Dwellings] until the Early Years Contribution has been paid to the County Council.

2. PRIMARY SCHOOL CONTRIBUTION

- 2.1 The [Owner(s)/Developer] covenants to pay to the County Council the Primary School Contribution prior to [the first Occupation of the first (1st) Dwelling.]
- 2.2 The [Owner(s)/Developer] hereby covenants not to Occupy or permit Occupation of [any Dwellings] until the Primary School Contribution has been paid to the County Council.

3. SECONDARY SCHOOL CONTRIBUTION

- 3.1 The [Owner(s)/Developer] covenants to pay to the County Council the Secondary School Contribution prior to [the first Occupation of the first (1st) Dwelling.]
- 3.2 The [Owner(s)/Developer] hereby covenants not to Occupy or permit Occupation of [any Dwellings] until the Secondary School Contribution has been paid to the County Council.

4. SIXTH FORM CONTRIBUTION

- 4.1 The [Owner(s)/Developer] covenants to pay to the County Council the Sixth Form Contribution prior to [the first Occupation of the first (1st) Dwelling].
- 4.2 The [Owner(s)/Developer] hereby covenants not to Occupy or permit Occupation of [any Dwellings] until the Sixth Form Contribution has been paid to the County Council.

5. LIBRARY CONTRIBUTION

5.1 The [Owner(s)/Developer] covenants to pay to the County Council the Library Contribution prior to [the first Occupation of the first (1st) Dwelling].

5.2 The [Owner(s)/Developer] hereby covenants not to Occupy or permit Occupation of [any Dwellings] until the Library Contribution has been paid to the County Council.

6. WASTE CONTRIBUTION

6.1 The [Owner(s)/Developer] covenants to pay to the County Council the Waste Contribution prior to [the first Occupation of the first (1st) Dwelling].

6.2 The [Owner(s)/Developer] hereby covenants not to Occupy or permit Occupation of [any Dwellings] until the Waste Contribution has been paid to the County Council.

7. HIGHWAYS CONTRIBUTION

7.1 The [Owner(s)/Developer] covenants to pay to the County Council the Highways Contribution prior to [the Commencement of the Development].

7.2 The [Owner(s)/Developer] hereby covenants not to [Commence the Development or permit the Commencement of the Development] until the Highways Contribution has been paid to the County Council.

8. PUBLIC TRANSPORT SERVICE CONTRIBUTION

8.1 The [Owner(s)/Developer] covenants to pay to the County Council the Public Transport Service Contribution prior to [the first Occupation of the first (1st) Dwelling.]

8.2 The [Owner(s)/Developer] hereby covenants not to Occupy or permit Occupation of [any Dwellings] until the Public Transport Service Contribution has been paid to the County Council.

9. PUBLIC TRANSPORT INFRASTRUCTURE CONTRIBUTION

9.1 The [Owner(s)/Developer] covenants to pay to the County Council the Public Transport Infrastructure Contribution prior to [the first Occupation of the first (1st) Dwelling.]

9.2 The [Owner(s)/Developer] hereby covenants not to Occupy or permit Occupation of [any Dwellings] until the Public Transport Infrastructure Contribution has been paid to the County Council.

10. PUBLIC RIGHTS OF WAY CONTRIBUTION

10.1 The [Owner(s)/Developer] covenants to pay to the County Council the Public Rights of Way Contribution prior to [the first Occupation of the first (1st) Dwelling.]

10.2 The [Owner(s)/Developer] hereby covenants not to Occupy or permit Occupation of [any Dwellings] until the Public Rights of Way Contribution has been paid to the County Council.

11. TRAVEL PLAN

11.1 [Insert Travel Plan wording]

FIFTH SCHEDULE

[DISTRICT/BOROUGH] COUNCIL'S COVENANTS

Covenants by the [District/Borough] Council

1. At the written request of the [Owner/Developer] the [District/Borough] Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
2. [any other District Council Covenants]

SIXTH SCHEDULE
COUNTY COUNCIL'S COVENANTS

Covenants by the County Council

Early Years Contribution

1. The County Council to use the Early Years Contribution for the provision of [insert use of contribution] at [insert place where contribution will be spent].
2. The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Early Years Contribution was paid within a further period of one (1) year pay to any person such amount of the Early Years Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Early Years Contribution, such payment to be made within twenty eight (28) Working Days of such request.

Primary School Contribution

3. The County Council to use the Primary School Contribution for the provision of [insert use of contribution] at [insert place where contribution will be spent].
4. The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Primary School Contribution was paid within a further period of one (1) year pay to any person such amount of the Primary School Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Primary School Contribution, such payment to be made within twenty eight (28) Working Days of such request.

Secondary School Contribution

5. The County Council to use the Secondary School Contribution for the provision of [insert use of contribution] at [insert place where contribution will be spent].

6. The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Secondary School Contribution was paid within a further period of one (1) year pay to any person such amount of the Secondary School Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Secondary School Contribution, such payment to be made within twenty eight (28) Working Days of such request.

Sixth Form Contribution

7. The County Council to use the Sixth Form Contribution for the provision of [insert use of contribution] at [insert place where contribution will be spent].
8. The County Council shall if requested to do so in writing after the expiry of ten (10) years of the date that the Sixth Form Contribution was paid within a further period of one (1) year pay to any person such amount of the Sixth Form Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Sixth Form Contribution, such payment to be made within twenty eight (28) Working Days of such request.

Library Contribution

9. The County Council to use the Library Contribution for the provision of [insert use of contribution] at [insert place where contribution will be spent].
10. The County Council shall if requested to do so in writing after the expiry of five (5) years of the date that the Library Contribution was paid within a further period of one (1) year pay to any person such amount of Library Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Library Contribution, such payment to be made within twenty eight (28) Working Days of such request.

Waste Contribution

11. The County Council to use the Waste Contribution for the provision of [insert use of contribution] at [insert place where contribution will be spent].
12. The County Council shall if requested to do so in writing after the expiry of five (5) years of the date that the Waste Contribution was paid within a further period of one (1) year pay to any person such amount of the Waste Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Waste Contribution, such payment to be made within twenty eight (28) Working Days of such request.

Highways Contribution

13. The County Council to use the Highways Contribution for the provision of [insert use of contribution] at [insert place where contribution will be spent].
14. The County Council shall if requested to do so in writing after the expiry of five (5) years of the date that the Highways Contribution was paid within a further period of one (1) year pay to any person such amount of the Highways Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Highways Contribution, such payment to be made within twenty eight (28) Working Days of such request.

Public Transport Service Contribution

15. The County Council to use the Public Transport Service Contribution for the provision of [insert use of contribution] at [insert place where contribution will be spent].
16. The County Council shall if requested to do so in writing after the expiry of five (5) years of the date that the Public Transport Service Contribution was paid within a further period of one (1) year pay to any person such amount of the Public Transport Service Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the

County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Public Transport Service Contribution, such payment to be made within twenty eight (28) Working Days of such request.

Public Transport Infrastructure Contribution

17. The County Council to use the Public Transport Infrastructure Contribution for the provision of [insert use of contribution] at [insert place where contribution will be spent].
18. The County Council shall if requested to do so in writing after the expiry of five (5) years of the date that the Public Transport Infrastructure Contribution was paid within a further period of one (1) year pay to any person such amount of the Public Transport Infrastructure Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Public Transport Infrastructure Contribution, such payment to be made within twenty eight (28) Working Days of such request.

Public Rights of Way Contribution

19. The County Council to use the Public Rights of Way Contribution for the provision of [insert use of contribution] at [insert place where contribution will be spent].
20. The County Council shall if requested to do so in writing after the expiry of five (5) years of the date that the Public Rights of Way Contribution was paid within a further period of one (1) year pay to any person such amount of the Public Rights of Way Contribution paid by that person in accordance with the provisions of this Deed which has not been committed or expended by the County Council in accordance with the provisions of this Deed, less any deduction for the County Council's reasonable administrative costs associated with holding administering and refunding any part of the Public Rights of Way Contribution, such payment to be made within twenty eight (28) Working Days of such request.

