

DATED

12 February

2026

PHILIP WADDELL COLLICK

- and -

CLARUS SOLUTIONS LIMITED

IN FAVOUR OF

ASHFORD BOROUGH COUNCIL

- and -

THE KENT COUNTY COUNCIL

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING

UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

RELATING TO LAND AT

PARKER FARM, HAMSTREET, ASHFORD

Appeal Reference: APP/E2205/W/25/3376207

Planning Reference: PA/2025/0996

ABC Legal Reference: DS54-0947

This Deed is given 12 February 2026

BY

(1) **PHILIP WADDELL COLLICK** of Hampden Farm, Ruckinge, Ashford, Kent, TN26 2NP (**"the Owner"**); and

(2) **CLARUS SOLUTIONS LIMITED** (Co. Regn. No. 05690183) whose registered office address is Suites 5 & 6, The Thorne Business Park, Bethersden, Ashford, Kent, TN26 3AF (**"the Developer"**)

each a **"Party"** and together the **"Parties"**

TO

(3) **ASHFORD BOROUGH COUNCIL** of International House, Dover Place, Ashford, TN23 1HU (**"the Council"**); and

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

BACKGROUND

(A) The Council is a local planning authority for the purposes of section 106 of the Act for the area within which the Site is situated.

(B) The County Council is a local planning authority, the education authority, the library authority, the waste disposal authority and the authority responsible for the provision of integrated children's services and social services for the area in which the Site is situated.

(C) The Owner is the freehold owner of the Site registered at the Land Registry under Title Number K869517 and such title so far as it relates to the Site is free from encumbrances save for the registration of the option set out in Recital D below.

(D) The Developer has entered into an agreement to acquire the Site dated 08 July 2024.

(E) The Developer submitted the Planning Application for the Development to the Council on the 27 May 2025. The Council refused to grant planning permission for the Application on 01 September 2025. The Developer lodged an appeal with the Planning Inspectorate under reference APP/E2205/W/25/3376207 which is set to be heard by the Planning Inspectorate under the written representations procedure (**"the Appeal"**).

- (F) The Council has made clear that it considers it expedient in the interests of the proper planning of its area and having regard to the development plan and all other material considerations that provisions should be made for regulating or facilitating the Development using planning obligations pursuant to Section 106 of the Act in the event that the Appeal is upheld.
- (G) Subject to clause 5 of this Deed, the Parties have accordingly agreed to enter into this Deed to secure the planning obligations contained in this Deed with the intention that the obligations should be binding not only upon the Parties but also upon their successors in title and any person claiming or deriving title through or under or in trust for them as otherwise specified in this Deed in the event that the Appeal is upheld. This Deed cannot impose any obligations upon the Council or the County Council.

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

1.1 In this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:

the Act	the Town and Country Planning Act 1990;
Appeal	the appeal lodged with the Secretary of State by the Owner against the refusal by the Council to grant planning permission following the Planning Application and allocated reference number APP/E2205/W/25/3376207;
Affordable Housing	housing that is affordable to those people who cannot afford to rent or buy housing generally available on the open market in accordance with the definition of affordable housing in the NPPF dated December 2024 or any subsequent revision or replacement document and to be provided in the Council's administrative area;
Affordable Housing	housing that is affordable to those people who cannot afford to rent or buy housing generally available on the open market in accordance with the definition of affordable housing in the NPPF dated December 2024 or any subsequent revision or replacement document and to be provided in the Council's administrative area;
Commencement of Development	the carrying out of a material operation as defined in section 56 (4) of the Act pursuant to the Planning Permission but excluding for the purpose of this Deed and for no other purpose) any site clearance, demolition work, site survey works, site investigations, site compound, archaeological investigations, site clearance, temporary access construction works, creation of ecological habitats, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, the temporary display of site notices or advertisements or

	the erection of any temporary means of enclosure, hoardings or fences, site cabins and welfare facilities, noise attenuation works, works to existing water courses, and marking out of internal roads (and the phrase "Commence the Development" shall be construed accordingly);
Decision Letter	a letter issued by or on behalf of the Secretary of State determining the Appeal;
Developer Contributions Monitoring Officer	the Council's Developer Contributions Monitoring Officer for the time being or the holder of any successor post including any appointed agent;
Development	the erection of 8 dwellings together with all necessary infrastructure carried out pursuant to the Planning Application;
Development Managers	any of the persons who from time to time hold (or act in) the posts of the Assistant Director of Planning and Development Strategic Development and Delivery Manager or Planning Applications and Building Control Manager with the Council or any replacement for those posts or such other person to whom the Council or its planning committee may delegate powers from time to time in connection with the Planning Application or Planning Permission
Dwelling	any of the eight (8) dwellings approved pursuant to the Planning Permission and "Dwellings" shall be construed accordingly;
Inspector	the Inspector appointed by the Secretary of State to determine the Appeal;
Interest	interest at a rate equal to six percent (6%) per annum above the Bank of England base rate from time to time;
Occupy	to occupy or permit the occupation of a Dwelling or building forming part of the Development for the

	<p>purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out finishing or decoration of that Dwelling or building nor occupation for marketing purposes nor occupation in relation to site and building security operations and "Occupation" "Occupier" and "Occupied" shall be construed accordingly;</p>
Plan	<p>the plan prepared by Building Design Studio with drawing number BDS-PF-P02 Rev K dated October 2024 attached at Appendix 1;</p>
Planning Application	<p>the application for planning permission for the Development submitted to the Council by the Developer and given reference number PA/2025/0996;</p>
Planning Permission	<p>the full planning permission subject to conditions to be granted by the Secretary of State (or the Inspector) pursuant to the Appeal (in the event that the Appeal is upheld) and any planning permission granted pursuant to an application under sections 73 and/or 73A of the Act relating to permission PA/2025/0996 ("a Subsequent Permission");</p>
Practical Completion	<p>the issue of a certificate of practical completion by the Owner's suitably qualified agent or if the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's suitably qualified agent and "Practically Completing" and "Practically Complete" shall be construed accordingly;</p>
Secretary of State	<p>the Secretary of State for Housing, Communities and Local Government or any other minister of authority for the time being entitled to exercise the powers given for the Appeal;</p>

Site	the land known as the land at Parker Farm, Hamstreet, Ashford registered at HM Land Registry within title number K869517 and shown edged red on the Plan;
Statutory Undertaker	any gas transporter water or sewerage undertaker electricity supplier or telecommunications operator providing utility services to the Site; and
Working Day	any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday or any day falling between Christmas Day and New Year's Day.

- 1.2 Reference in this Deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this Deed so numbered.
- 1.3 Headings where they are included are for convenience only and are not intended to influence the interpretation of this Deed.
- 1.4 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.
- 1.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.6 "Including" means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and "include" shall be construed accordingly.
- 1.7 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 1.8 Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause, permit or allow infringement of that restriction.

1.9 Save as is otherwise provided, references to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council and the County Council the successors to their respective statutory functions.

1.10 Any reference to a statute shall include any modification, extension or re-enactment of that statute 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 statute or deriving validity from it.

1.11 Local Government Reorganisation

1.11.1 For avoidance of doubt the parties hereby acknowledge that (subject to enactment of the necessary statutory powers) proposals have been put forward for the reorganisation of the current two-tier system of local government within the administrative county of Kent which may result in the establishment of a new unitary authority for the area in which the Site is located and/or the transfer of functions from the Council and the County Council to a new or other authority after the date of this Deed. The parties acknowledge and agree that in the event of such re-organisation (and in any other event resulting in the transfer of functions):

1.11.1.1 any reference in this Deed to the Council shall be deemed to include its successor as local planning authority and

1.11.1.2 any reference in this Deed to the County Council shall be deemed to include the successor to each of its current functions as education authority waste disposal authority and the authority responsible for libraries integrated children's services community learning and adult social care for the area within which the Site is situated and the covenants given to and enforceable by the County Council in relation to each such function shall be enforceable by the body succeeding the County Council to that function.

2. **Legal Basis and Enforceability**

2.1 This Deed shall be registrable as a local land charge by the Council and registered on the planning register.

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

- 2.3 The obligations, undertakings, covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act.
- 2.4 The obligations, undertakings, covenants, restrictions and requirements on the part of the Owner in this Deed shall apply and be enforceable by the Council in full and by the County Council in part (as appropriate) as local planning authorities against the Owner (as Owner of the Site) including any revisions to any part of this Deed set out in the Decision Letter pursuant to clause 6 of this Deed.
- 2.5 No person shall be liable for any breach of the covenants, restrictions or obligations contained in this Deed given in favour of the Council and/or the County Council occurring after it has parted with all of its interest in the Site or the part of the Site to which a breach relates but without prejudice to the liability for any subsisting breach arising prior to its parting with such interest.
- 2.6 This Deed shall not be enforceable against owner-occupiers or tenants of the Dwellings constructed pursuant to the Planning Permission or their mortgagee or chargee or any purchasers therefrom or any successor in title.
- 2.7 The obligations contained in this Deed shall not be binding upon or enforceable against any Statutory Undertaker in respect of any part of the Site or any interest in it acquired for the sole purpose of the supply of electricity, gas, water, drainage, telecommunications services or public transport services.

3. Third Parties

Nothing in this Deed shall create any rights in favour of any person or body pursuant to the Contracts (Rights of Third Parties) Act 1999.

4. Owner's Covenants

The Owner undertakes in favour of the Council and the County Council as set out in the Schedules to this Deed.

5. Developer's Covenants

The Developer acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that its option over the Site shall take effect subject to this Deed PROVIDED THAT

aside from clause 15 (payment of legal fees), the Developer shall otherwise have no liability under this Deed unless it takes possession of the Site or any part of it or undertakes any part of the Development of the Site or becomes a successor in title to the Owner in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

6. Blue Pencil Test

6.1 In the event that in determining the Appeal the Secretary of State or his appointed Inspector expressly states in their Decision Letter:

6.1.1 if any covenants and/or planning obligation (or any part of said planning obligations) within this Deed is not compliant with the CIL Regulations and that no weight has been given to the same in reaching his decision then that planning obligation will cease to have effect and shall be void for the purposes of this Deed and the Owner shall not be obliged to comply with the terms of that obligation but all the remaining clauses will remain in full force and effect and/or

6.1.2 if a condition shall be imposed upon the Planning Permission instead of one or more of the planning obligations in this Deed then such covenant(s) or planning obligation(s) or part of such covenant(s) or planning obligation(s) as so identified by the Secretary of State or his appointed Inspector (whichever may be the case) pursuant to this Clause 6 shall from the date of the Decision Letter be deemed to be of no effect notwithstanding the remaining provisions of this Deed which for the avoidance of doubt shall remain in effect and fully enforceable.

7. Confirmation of Interests

The Owner confirms and warrants to the Council and the County Council that apart from the Parties to this Deed there are no other persons with any interest (legal or equitable) in the Site or any part thereof including any leasehold interest.

8. Conditions precedent

8.1 This Deed is conditional upon:

8.1.1 the grant of the Planning Permission, and

8.1.2 the Commencement of Development

save in respect of clauses 1 to 3 and clauses 6 to 18 of this Deed which shall come into effect immediately upon completion of this Deed and in respect of any obligations in this Deed

expressly requiring compliance prior to the Commencement of Development which shall come into effect immediately upon completion of this Deed and the issuing of the Decision Letter allowing the Appeal

9. Duration

This Deed shall cease to have effect, in so far only as it has not already been complied with, if the Planning Permission is quashed and refused upon redetermination, revoked or otherwise withdrawn or without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development pursuant to the Planning Permission PROVIDED THAT this Clause 9 shall have no effect if a planning permission under sections 73 or 73A of the Act are granted in respect of the Planning Permission.

10. Other planning permissions

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.

11. Change of Ownership

11.1 The Owner undertakes to the Council and to the County Council to give the Council and the County Council prompt written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan provided that this shall not apply in respect of the sale of individual Dwellings.

12. Notices

12.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.

12.2 A notice or communication shall be served:

12.2.1 on the Owner at the address shown on the top of this Deed or such other address as shall be notified by the Owner in writing to the Council and the County Council from time to time;

12.2.2 on the Developer at its registered office from time to time or such other address as shall be notified by the Developer in writing to the Council and the County Council from time to time, marked for the attention of the Company Secretary;

12.2.3 on the Council at the address set out above or such other address as shall be notified by the Council in writing to the parties from time to time marked for the attention of the Developer Contributions Monitoring Officer and/or by email to s106@ashford.gov.uk; and

12.2.4 on the County Council at the address set out above or such other address as shall be notified by the County Council in writing to the parties from time to time, marked for the attention of the Head of Law quoting reference LS/NVA/ KEN002:001701 with a copy to developer.contributions@kent.gov.uk.

13. Jurisdiction and Legal Effect

13.1 This Deed and its validity shall be governed by and interpreted in accordance with the law of England and the parties exclusively submit to the jurisdiction of the courts of England in respect of this Deed.

13.2 In so far as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

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

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

13.5 Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council or the County Council both as the local planning authorities

and in the exercise of the functions rights powers duties and obligations of the Council or the County Council under all public and private statutes byelaws orders and regulations.

13.6 Nothing contained or implied in this Deed shall in any way prejudice or exclude the exercise by a Statutory Undertaker of any of its statutory or common law rights and powers arising otherwise than by virtue of this Deed.

14. Interest and VAT

14.1 If any payment due under this Deed is paid late, Interest shall be payable from the date payment is due to the actual date of payment and the sum of the Interest shall be paid on the actual date of payment.

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

15. Legal Fees

15.1 On completion of this Deed the Developer undertakes to pay to the Council the reasonable legal costs of the Council incurred in the negotiation and preparation of this Deed.

15.2 On completion of this Deed the Developer undertakes to pay to the County Council the reasonable legal costs of the County Council including the County Council's reasonable officer fees incurred in the negotiation and preparation of this Deed.

16. Position of Mortgagees

Any person or body that acquires the benefit of a legal charge over the Site shall have no liability under this Deed unless it takes possession of the Site or part thereof or appoints a receiver in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

17. Section 73 Consents

17.1 Subject to the proviso to this clause if any section 73 consent(s) or section 73A consent is granted after the date of this Deed:

17.1.1 the obligations in this Deed shall relate to and bind such section 73 consent; and/or section 73A consent; and

17.1.2 the definitions of Planning Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the section 73 consent and/or the section 73A consent the development permitted by the section 73 consent and/or the section 73A consent and the section 73 consent and/or the section 73A consent itself;

PROVIDED THAT:

17.1.3 nothing in this clause shall fetter the discretion of the Council in consultation with the County Council in determining any planning application for a section 73 consent and/or section 73A consent and the appropriate planning obligations required in connection with the determination of the same;

17.1.4 to the extent that any of the obligations in this Deed have already been discharged at the date that a section 73 consent and/or a section 73A consent is granted they shall remain discharged for the purposes of the section 73 consent and or the section 73A consent as applicable; and

17.1.5 the Council in consultation with the County Council reserves the right to insist upon the completion of a separate planning obligation by Deed of agreement pursuant to section 106 of the Act in connection with any section 73 consent and/or section 73A consent if the Council considers it reasonable to do so.

18. Forward Funding

18.1 If the Council or the County Council forward-funds any project facility or other expenditure from its own resources in anticipation of receipt of provisions of this Deed then on such receipt the Council and/or the County Council may credit such payment to its own resources and treat it as being immediately expended for the purpose for which the forward-funding was expended.

19. Counterparts

19.1 This Deed may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

19.3 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

19.4 Each Party shall provide the other party with its respective executed hard original counterpart by first class post forthwith following completion.

19.5 The Council and the County Council shall be sent hard original counterparts by first class post forthwith following completion.

SCHEDULE 1
NOTICES AND MONITORING

1. Definitions

1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

Commencement Notice	a notice of the Owner's intention to Commence Development on a specified date;
Index	the Retail Price Index as published by the Office of National Statistics or any other successor organisation; and
Monitoring Fee	the sum of one thousand pounds (£1,000.00) to be applied in the event of receipt towards monitoring compliance with the provision of this Deed.

2. Owner's covenant

The Owner undertakes to the Council and to the County Council as follows:

- 2.1 to serve the Commencement Notice on the Council and on the County Council prior to the Commencement of Development;
- 2.2 not unless otherwise agreed in writing by the Council and the County Council to Commence Development before the Commencement Notice is served on the Council and the County Council pursuant to paragraph 2.1 of this Schedule and the date specified in the Commencement Notice has arrived;
- 2.3 To give the Council and the County Council notice in writing of:
 - 2.3.1. the date of Occupation of 25% of the Dwellings
 - 2.3.2. the date of Occupation of 50% of the Dwellings
 - 2.3.3. of the date of Occupation of 75% of the Dwellings
 - 2.3.4. of the date of Occupation of 100% of the Development

- 2.4 To give the Council and the County Council the notices specified in paragraph 2.3 no later than 10 Working Days of the date of Occupation specified in paragraph 2.3.
- 2.5 To pay the first Monitoring Fee prior to the Commencement of Development and a further Monitoring Fee on each anniversary of the date of the Commencement of Development until Practical Completion occurs.
- 2.6 Not to Commence the Development until the Owner has paid the first Monitoring Fee to the Council.
- 2.7 The Monitoring Fee due and payable in paragraph 26 shall be increased using the following formula:

<p>The most recently published index figure for the Index when the payment is due</p>	<p>divided by</p>	<p>Quarterly index figure last published before the date of the Secretary of State's Decision Letter</p>	<p>times by</p>	<p>Monitoring Fee (or portion if appropriate)</p>
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- 2.8 In the event that the Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the Council considers a comparable index.

SCHEDULE 2

AFFORDABLE HOUSING CONTRIBUTION

1 Definitions

1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

"Benchmark Land Value"	the Existing Use Value plus the agreed level of premium between the parties, based on the condition of the site when the Planning Application was validated;
"Build Costs"	the actual costs committed or incurred associated with the Development comprising but not limited to: preliminaries, demolition, site clearance and preparation, base build costs, abnormal costs; on-site infrastructure and utilities, off-site infrastructure, contractor's overheads and profits, design fees, professional fees (including without limitation the costs of the External Consultant), any section 106 costs, any payment pursuant to the CIL Regulations 2010 (as amended), interest and finance costs and contingency costs and in each case supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to: (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices; (c) costs certified by the Owner's quantity surveyor, costs consultant or agent; (d) professional fees; (e) finance costs;

	<p>but for the avoidance of doubt build costs exclude:</p> <p>(i) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses;</p> <p>(ii) any costs arising from Non-Market Transactions;</p>
“Existing Use Value”	the value of the land in the existing use specifically when the Planning Application was validated, this is not the price paid for the land and must disregard hope value;
“External Consultant”	an external consultant who may be appointed by the Council pursuant to paragraphs 3 and 7 of Schedule 2;
Financial Viability Assessment	an openbook viability of assessment carried out in accordance with the Council's Local Plan 2030 adopted in 2019 (as may be amended or replaced from time to time) and the Council's Affordable Housing SPD 2009 (as may be amended or replaced from time to time), including details of all costs and revenues associated with the scheme including but not limited to Existing Use Value, Benchmark Land Value, Build Costs and Gross Development Value, finance costs and developer's profit with clear evidence provided for all assumptions included within the Financial Viability Assessment;
Gross Development Value	Gross Development Value, as defined in the RICS Professional Standard of Valuation of Development Property, October 2019 (and any further updates) and “GDV” shall be construed accordingly;
Index	The All In Tender Price Index as published by the Building Cost Information Service on behalf of the

	Royal Institute of Chartered Surveyors or any other successor or organisation;
“Non-Market Transaction”	means: (a) a transaction the purpose or effect of which is to artificially reduce the GDV and/or artificially increase the Build Costs; or (b) a disposal that is not an arm's length third party bona fide transaction;
“Off Site Affordable Housing Contribution”	a financial contribution payable to the Council for the provision of Affordable Housing in the borough and which shall comprise the Original Off Site Affordable Housing Contribution or the Revised Off Site Affordable Housing Contribution (as applicable);
“Original Off Site Affordable Housing Contribution”	an Indexed financial contribution to be agreed in writing pursuant to paragraphs 2, 3, 4 and 5 of this Schedule 2 and in accordance with the Council's Local Plan 2030 adopted in 2019 (as may be amended or replaced from time to time) and the Council's Affordable Housing SPD 2009 (as may be amended or replaced from time to time) for the provision of Affordable Housing in the Council's administrative area;
“Revised Off Site Affordable Housing Contribution”	the Indexed sum determined by the Council following the review of the Financial Viability Assessment pursuant to paragraph 7 of Schedule 2 for the provision of Affordable Housing in the Council's administrative area;

The Owner undertakes to the Council:

- 2 Prior to the Commencement of Development the Owner shall submit to the Council for its written approval details of the sum it proposes is appropriate as the Original Affordable Housing Contribution and the Owner shall include all calculations and supporting documentation including but not limited to the Existing Use Value and the Benchmark Land Value for the Site, the anticipated Build Costs and Gross Development Value, anticipated sales values for the

Development and all other relevant evidence in support of the proposed sum and the Owner shall not Commence the Development unless and until it has provided the information required by this paragraph 2 to the Council.

- 3 The Council shall be entitled to instruct and consult with an External Consultant in respect of the proposed Original Affordable Housing Contribution and any revisions thereto and the Owner shall pay the External Consultant costs which are reasonably and properly incurred in assessing the proposed Original Affordable Housing Contribution and any revisions thereto within 20 (twenty) Working Days of receipt of a written request for payment where applicable unless otherwise agreed in writing by the parties and to a maximum of £5,000 (five thousand pounds) plus VAT.
- 4 In the event the proposed Original Affordable Housing Contribution is not agreed in writing or the Council (acting reasonably) requires further evidence and/or documentation the Owner shall provide the same including an updated Original Affordable Housing Contribution to the Council for further consideration and shall seek the Council's written approval of the updated Original Affordable Housing Contribution and the Owner shall repeat the requirements of this paragraph until the Original Affordable Housing Contribution has been agreed in writing by the Council.
- 5 Where the Council does not provide a substantive response in writing confirming whether the Original Off Site Affordable Housing Contribution is agreed pursuant to paragraphs 2, 3 and 4 of Schedule 2 within 6 weeks of receiving said details the Owner shall be entitled to accept the Original Affordable Housing Contribution submitted pursuant to paragraph 2 of this Schedule 2 without breaching the covenants within this Schedule and shall continue to use reasonable endeavours to obtain the Council's written approval notwithstanding Commencement of Development.
- 6 The Owner shall not Occupy or permit to be Occupied any Dwelling on the Development unless and until it has received a written acceptance of the Original Affordable Housing Contribution from the Council.
- 7 Subject always to paragraphs 2, 3, 4 and 5 above:
 - 7.1 If the Owner considers that the Development cannot support the Original Off Site Affordable Housing Contribution the Owner may prior to Commencement of the Development submit a Financial Viability Assessment for approval to the Council.
 - 7.2 In the event that the Owner submits the Financial Viability Assessment to the Council then the Council may instruct an External Consultant to assess the Financial Viability Assessment and the Owner shall pay the External Consultant costs which are reasonably and properly

incurred in assessing the Financial Viability Assessment within 20 (twenty) Working Days of receipt of a written request for payment where applicable unless otherwise agreed in writing by the parties and to a maximum of £5,000 (five thousand pounds) plus VAT.

7.3 The Council may and, if instructed, its External Consultants may consider the Financial Viability Assessment and may, if it so chooses, confirm in writing:

7.3.1 Whether the Original Off Site Affordable Housing Contribution is to be reduced, due to the Development not supporting the Original Off Site Affordable Housing Contribution; and

7.3.2 The amount of the Revised Off Site Affordable Housing Contribution AND FOR THE AVOIDANCE OF DOUBT any reduction in the Original Off Site Affordable Housing Contribution is at the Council's absolute discretion and in the event that the Revised Off Site Affordable Housing Contribution is determined by the Council to be zero then no contribution shall be payable pursuant to this Schedule;

7.3.3 Where the Council does not provide a substantive response in writing confirming whether the Original Off Site Affordable Housing Contribution is to be reduced and/or the amount of the Revised Off Site Affordable Housing Contribution (if any) pursuant to paragraph 7.3 of Schedule 2 within 6 weeks of receiving the Financial Viability Assessment the Owner shall be entitled to accept the Revised Off Site Affordable Housing Contribution as set out in the Financial Viability Assessment without breaching the covenants within this Schedule and shall continue to use reasonable endeavours to obtain the Council's written approval notwithstanding Commencement of Development and Occupation of the Development.

8 The Owner shall pay the Original Off Site Affordable Housing Contribution or the Revised Off Site Affordable Housing Contribution (as applicable) to the Council prior to Occupation of seventy five percent (75%) of the Dwellings and shall not Occupy more than 75% of the Dwellings until the Original Off Site Affordable Housing Contribution or Revised Off Site Affordable Housing Contribution (as applicable) has been paid to the Council. The Original Off Site Affordable Housing Contribution or the Revised Off Site Affordable Housing Contribution (as applicable) in accordance with this paragraph 7 of this schedule 2 and such sums are to be index-linked using the following formula:

The figure for the Index last published before the date on which the Offsite Affordable Housing Contribution is made

divided
by

Index figure that applied when the index was last published prior to the date of this Deed

times by

The Offsite Affordable Housing Contribution

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

SCHEDULE 3
INFORMAL NATURAL GREEN SPACE CONTRIBUTION

1. Definitions

1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

Index	the BCIS All In Tender Price Index as published by the Build Cost Information Service on behalf of the Royal Institute of Chartered Surveyors or any other successor organisation;
Informal Natural Green Space Contribution	the sum of three thousand four hundred and seventy two pounds (£3,472.00) towards the capital costs and two thousand six hundred pounds (£2,600.00) towards the maintenance of enhancing and maintaining Pound Leas Recreational Ground;
Pound Leas Recreational Ground	the recreation ground located at The Street in Hamstreet Ashford TN26 2JD

2. Owner's Covenants

The Owner undertakes to the Council:

- 2.1 to pay the Informal Natural Green Space Contribution to the Council prior to the Occupation of seventy five percent (75%) of the Dwellings;
- 2.2 not to Occupy or permit the Occupation of more than seventy five percent (75%) of Dwellings until the payment referred to in paragraph 2.1 of this Schedule has been paid to the Council; and
- 2.3 to pay the Informal Natural Green Space Contribution in accordance with paragraph 2.1 of this schedule and such sums are to be index-linked using the following formula:

The figure for the Index last published before the date on which the Informal Natural Green Space Contribution is made

divided
by

Index figure for
quarter 3 2012

times by

The Informal
Natural Green
Space
Contribution

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

SCHEDULE 4

OPEN SPACE OBLIGATIONS

1. Definitions

- 1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

Open Space	the open space areas provided as part of the Development as identified in the Open Space Scheme;
Open Space Certificate of Practical Completion	a certificate issued by the Owner to the effect that the Open Space is practically complete;
Open Space Scheme	<p>a detailed scheme which shall include (1) the type of open space (2) details of the location of the Open Space and (3) a timetable for carrying out the works and any planting comprised in the laying out and construction of the Open Space and (4) details of the ongoing maintenance and management of the Open Space including but not limited to:</p> <ul style="list-style-type: none">a. grass cutting;b. pruning of trees shrubs and hedges;c. removal of weeds and dead plant material;d. removal of rubbish graffiti debris and litter;e. maintenance of walls fences paths and boundaries in good condition; andf. replacement of trees, shrubs and plants which have died or been removed.

2. Open Space

- 2.1 The Owner shall not allow Commencement of Development until the Open Space Scheme has been submitted to and approved in writing by the Development Managers provided that

where the Development Managers do not provide a substantive response in writing confirming that the Open Space Scheme has been either approved or rejected within 28 Working Days (or such longer reasonable period as may be agreed between the Owner and the Development Managers) of receiving the Open Space Scheme the Owner shall be entitled to Commence Development without breaching the covenant within this paragraph but shall continue to use reasonable endeavours to obtain the approval by the Development Managers notwithstanding the Commencement of Development.

- 2.2 The Owner shall not cause or permit the Occupation of more than 50% of the Dwellings until the Open Space has been completed as evidenced by the issue of an Open Space Certificate of Practical Completion.
- 2.3 Upon completion of the laying out and landscaping of the Open Space, the Owner shall provide an Open Space Certificate of Practical Completion to the Council.
- 2.4 Within twenty (20) Working Days of the issue of an Open Space Certificate of Practical Completion for the Open Space, the Owner will (at their absolute discretion) offer to transfer the unencumbered freehold of the Open Space to the Management Company in consideration of the sum of £1.00 but otherwise at no cost (including legal costs) to and subject to no other contribution by the Management Company such transfer to be with full title guarantee, vacant possession on completion and free of defects and unrestricted rights of access for the general public at all times.
- 2.5 The Owner shall not cause or permit the Occupation of more than 75% of the Dwellings until the transfer referred to in paragraph 2.4 of this Schedule has been executed by the Owner and delivered to the Management Company.
- 2.6 The Owner will continue to maintain any Open Space to their original completed standard and to the reasonable satisfaction until the date of completion of the transfer referred to in paragraph 2.4 of this Schedule.
- 2.7 The Owner acknowledges that any requirement that the Open Space shall be made available for public access will be subject to the limitation that such access may be restricted to facilitate safe, effective and efficient maintenance of the relevant Open Space PROVIDED THAT written notice has been provided to the Council no less than ten (10) Working Days of the proposed restriction and public notification has been displayed in the relevant areas on site save in the case of emergencies and FURTHER PROVIDED that such restriction does not concern the entire Open Space.

SCHEDULE 5

MANAGEMENT COMPANY OBLIGATIONS

1. Definitions

- 1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

Management Company	<p>a management company incorporated in and having its registered office in England and whose constitutional documentation is approved in writing by the Council and complies with the following:</p> <ol style="list-style-type: none">1 The Management Company shall be a private company limited by guarantee2 The Management Company's members shall be only the Owner, the transferees, lessees or other disponees of Dwellings and any registered provider of Affordable Housing which may own one or more of the Dwellings.3 The principal object of the Management Company shall be (but its objects are not limited to) managing renewing and maintaining the Open Space in accordance with the Open Space Scheme approved by the Council as set out in Schedule 4 of this Deed and the Management Scheme contemplated by this Schedule 54 The constitutional documentation shall ensure that the owner of the freehold or leasehold interest in each Dwelling from time to time will throughout their respective ownership thereof be a member of the Management Company with an equal voting right to that of any other member including the right to fully participate in the taking of strategic decisions
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	<p>by the Management Company and shall ensure that the Management Company is accountable to such owners for such decisions;</p>
<p>Management Scheme</p>	<p>a scheme setting out the detailed arrangements for the management and maintenance in perpetuity of the Open Space and include details of:</p> <ul style="list-style-type: none"> (i) the responsibilities of the Management Company and its management structure; (ii) copies of the memorandum and articles of association of the Management Company; (iii) the proposals for the long term funding of the Management Company including the setting and collection of the Service Charges for plot purchasers which shall include the provision for the Council to be able to collect and enforce the Service Charge in respect of the Open Space where the Council exercises its step in rights pursuant to paragraph 3 of this Schedule and any sinking/reserve fund; and (iv) full details of the maintenance specifications for the Open Space specifically identifying the management objectives, tasks, and the timing and frequency of each operation for all the features of the Open Space including details of periodic reviews by the Council;

	<p>(v) legal and/or conveyancing mechanisms to secure that each owner of the freehold or leasehold interest in individual Dwellings (including their successors in title from time to time) will throughout their ownership thereof be a member of the Management Company with an equal voting right to that of any other member including the right to fully participate in the taking of strategic decisions by the Management Company and that any disposal of the freehold or long leasehold interest cannot be registered unless it secures the continuance of these arrangements</p> <p>(vi) details of any rights covenants or other encumbrances already or proposed to be granted or reserved over or for the benefit of the Open Space;</p>
Service Charge	<p>the charge set by the Management Company as a relevant proportion of the costs of managing and maintaining the Open Space transferred to the Management Company, payable by each Dwelling and which charge may vary depending on the size of each Dwelling;</p>
Transfer	<p>a transfer to the Management Company with full title guarantee of the entire freehold title or the grant of a leasehold of a minimum of 125 years of the Open Space which:</p> <p>(i) contains provisions in accordance with the approved Management Scheme</p> <p>(ii) is free from any right of pre-emption or option agreement</p>

	<p>(iii) is free from any mortgage, charge, lien or similar encumbrance</p> <p>(iv) is free from any lease, licence or other third party interest</p> <p>(v) is made subject to a restrictive covenant which prohibits the use of the Open Space for any purpose other than public recreation and amenity</p> <p>(vi) includes all necessary rights of way to and from adopted public highways with or without vehicles and other rights over adjoining land for the benefit of the Open Space to ensure that the Management Company can fulfil its responsibilities</p> <p>(vii) reserves in favour of the Owner for the benefit of the Development any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services</p> <p>(viii) reserves in favour of the Owner for the benefit of the Development the right to lay and use new services together with any usual and necessary rights of entry to inspect, repair, renew, cleanse and maintain the same</p> <p>(ix) declares that boundary structures between the Open Space and the Dwellings which adjoin it shall belong to and be maintained by the owners of those Dwellings</p>
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	<p>(x) is for consideration of one pound (£1)</p> <p>(xi) contains requirements that the Management Company will manage and maintain the Open Space in accordance with the approved Management Scheme and will use all reasonable endeavours to collect Service Charge and will not dispose of the Open Space without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed) for the lifetime of the Development or unless the Council has otherwise first agreed in writing.</p>
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The Owner undertakes to the Council:

2. Where the Open Space is to be transferred to the Management Company, the Owner will:
 - 2.1 prior to the first Occupation of the first Dwelling submit for approval to the Council and gain written approval from the Council of the Management Scheme for the Management Company that will manage the Open Space provided that where the Council do not provide a substantive response in writing confirming that the Management Scheme has either been approved or rejected within 28 Working Days (or such longer reasonable period as may be agreed between the Owner and the Council) of receiving the Management Scheme the Owner shall be entitled to Occupy Dwellings without breaching the covenant within this paragraph provided that the Owner complies with the Management Scheme that has been submitted until such time as it is approved by the Council;
 - 2.2 upon approval of the Management Scheme and prior to the first Occupation of any Dwelling establish or appoint the Management Company in accordance with the approved Management Scheme;

- 2.3 upon the establishment or appointment of the Management Company Transfer the Open Space to the Management Company in accordance with the terms of Schedule 4 and this Schedule 5;
- 2.4 procure that the Management Company is subject to a covenant to manage and maintain the Open Space in accordance with the approved Management Scheme; and
- 2.5 not to dispose of and/or Occupy each and every Dwelling unless and until:-
- 2.5.1 the transfer, lease or other legal documentation includes the following covenants by the owner, lessee or other disponee of that Dwelling with the Management Company:-
- 2.5.1.1 to become a member of the Management Company and to be bound by the constitution of the Management Company and to abide by any regulations made by it;
- 2.5.1.2 to pay to the Management Company the Service Charge in respect of its administration and of insuring managing repairing maintaining and renewing the Open Space in accordance with the approved Management Scheme; and
- 2.5.1.3 to procure upon any subsequent sale assignment or other disposal of that Dwelling that the incoming owner lessee or similar shall enter into covenants with the Management Company in the form of these paragraphs 2.5.1.1, 2.5.1.2 and 2.5.1.3 and that any subsequent disposal cannot be registered unless it secures the continuance of these arrangements.
- 2.5.1.4 In the case of each Dwelling which adjoins any part of the Open Space the transfer lease or other legal documentation declares that the boundary structures between the Open Space and that Dwelling shall belong to and be maintained by the owner, lessee or other disponee of that Dwelling.
3. In the event that the Management Company or any replacement Management Company becomes insolvent or is otherwise incapable of performing or is in fundamental breach of its obligations as referred to in this Deed and following receipt of written notice of the said breach from the Council has failed to remedy the breach within a reasonable period of time then the Council may serve a written notice (Step-In Notice) to the Owner requiring the Owner to

appoint an alternative management company within 60 Working Days from the date of the Step-In Notice.

4. Notwithstanding paragraph 3 of this Schedule 5 the Owner undertakes to the Council not to wind up the Management Company or alter its constitutional documents or dispose of the Open Space other than to the Management Company without the prior written consent of the Council for the life time of the Development or unless the Council has otherwise first agreed in writing.

SCHEDULE 6

M4(2) DWELLINGS

The Owner undertakes to the Council to construct two (2) of the Dwellings pursuant to the requirements of M4(2) optional requirements as defined by the Building Regulations 2010 (as amended) and shall inform the building control body where any optional requirements apply and the Owner shall not permit more than 50% Occupation of the Development until the Dwellings to be provided pursuant to this schedule are practically complete and available for residential Occupation.

SCHEDULE 7

COUNTY COUNCIL FINANCIAL OBLIGATIONS

1. Definitions

1.1 In this Schedule the following additional definitions shall apply (for the avoidance of doubt any definition which does not appear below shall be given the meaning allocated to it in the main body of this Deed):

Adult Care Contribution	means the sum of one thousand four hundred and forty-seven pounds and four pence (£1,447.04) to be applied towards specialist housing provision in the Ashford Borough, adaptation of community facilities technology to promote independence multisensory facilities and changing place facilities serving the Development;
All in Tender Price Index	means the BCIS 'All-In Tender Price Index' published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation;
Community Learning Contribution	means the sum of two hundred and seventy three pounds and sixty eight pence (£273.68) to be applied towards additional equipment and resources for Adult Education Centres (including Ashford Gateway and Homewood) and outreach facilities serving the Development;
County Council Monitoring Fee	means a fee of £600.00 (six hundred pounds) Index-Linked
Index-Linked	means such sums shall be adjusted by reference to the All in Tender Price Index pursuant to the provisions of paragraphs 2.5, 3.5, 4.5, 5.5, 6.5, 7.3, 8.5 and 9.5 of this Schedule 7;
"Integrated Children's Services Contribution"	means the sum of five hundred and ninety two pounds and forty pence (£592.40) to be applied towards additional resources and equipment for

	the Integrated Children's Services in Ashford Borough to enable expansion of capacity within the hubs and provision of outreach work in the vicinity of the Development;
Libraries Contribution	means the sum of five hundred and one pounds and four pence (£501.04) to be applied towards additional library equipment, stock, services including digital infrastructure, shelving and resources and reconfiguration of space for the new borrowers at libraries serving the Development, including Ashford Gateway, Tenterden and/or Stanhope Library;
"Secondary Education Contribution"	means the sum of forty two thousand six hundred and thirty four pounds and sixteen pence (£42,634.16) to be applied, towards the provision of additional secondary school places within the borough of Ashford, including The Norton Natchbull School, to meet the need generated by the Development;
SEND	means special educational needs and disabilities;
SEND Build Contribution	means the sum of four thousand four hundred and seventy eight pounds and sixty four pence (£4,478.64) to be applied towards new SEND school/specialist resource provision within the Borough of Ashford
Waste Contribution	means the sum of one thousand one hundred and thirty seven pounds and four pence (£1,137.04) to be applied towards a new waste transfer station within the Folkestone & Hythe District serving the Development.

2. Adult Care Contribution

The Owner undertakes to the County Council:

- 2.1 to pay fifty per cent (50%) of the Adult Care Contribution Index-Linked to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings;
- 2.2 not to Occupy cause permit or otherwise allow the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 2.1 of this Schedule has been paid to the County Council;
- 2.3 to pay the remaining fifty per cent (50%) of the Adult Care Contribution Index-Linked to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings;
- 2.4 not to Occupy cause permit or otherwise allow the Occupation of more than fifty percent (50%) of Dwellings until the payment referred to in paragraph 2.3 of this Schedule has been paid to the County Council; and
- 2.5 The Adult Care Contribution payable in accordance with paragraphs 2.1 and 2.3 of this Schedule shall be Index-Linked using the following formula:

<p>The figure for the All in Tender Price Index last published before the date on which the Adult Care Contribution (or relevant portion of that contribution) is paid</p>	<p>divided by</p>	<p>All in Tender Price Index figure that applied for Q1 2022</p>	<p>times by</p>	<p>The relevant percentage of the Adult Care Contribution</p>
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- 2.6 In the event that the All in Tender Price Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index.

3. Community Learning Contribution

The Owner undertakes to the County Council:

- 3.1 to pay fifty per cent (50%) of the Community Learning Contribution Index-Linked to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings;
- 3.2 not to Occupy cause permit or otherwise allow the Occupation of more than twenty five percent (25%) of Dwellings until the payment referred to in paragraph 3.1 of this Schedule has been paid to the County Council;

- 3.3 to pay the remaining fifty per cent (50%) of the Community Learning Contribution Index-Linked to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings;
- 3.4 not to Occupy cause permit or otherwise allow the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 3.3 of this Schedule has been paid to the County Council; and
- 3.5 The Community Learning Contribution payable in accordance with paragraphs 3.1 and 3.3 of this Schedule shall be Index-Linked using the following formula:

The figure for the All in Tender Price Index last published before the date on which the Community Learning Contribution (or relevant portion of that contribution) is paid	divided by	All in Tender Price Index figure that applied for Q1 2022	times by	The relevant percentage of the Community Learning Contribution
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- 3.6 In the event that the All in Tender Price Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index.

4. Libraries Contribution

The Owner undertakes to the County Council:

- 4.1 to pay fifty per cent (50%) of the Libraries Contribution Index-Linked to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings;
- 4.2 not to Occupy cause or permit or otherwise allow the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 4.1 of this Schedule has been paid to the County Council;
- 4.3 to pay the remaining fifty per cent (50%) of the Libraries Contribution Index-Linked to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings;
- 4.4 not to Occupy cause permit or otherwise allow the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 4.3 of this Schedule has been paid to the County Council; and

4.5 The Libraries Contribution payable in accordance with paragraphs 4.1 and 4.3 of this Schedule shall be Index-Linked using the following formula:

<p>The figure for the All in Tender Price Index last published before the date on which the Libraries Contribution (or relevant portion of that contribution) is paid</p>	<p>divided by</p>	<p>All in Tender Price Index figure that applied for Q1 2022</p>	<p>times by</p>	<p>The relevant percentage of the Libraries Contribution</p>
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4.6 In the event that the All in Tender Price Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index.

5. Secondary Education Contribution

The Owner undertakes to the County Council:

- 5.1 to pay fifty per cent (50%) of the Secondary Education Contribution Index-Linked to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings;
- 5.2 not to Occupy cause permit or otherwise allow the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 5.1 of this Schedule has been paid to the County Council;
- 5.3 to pay the remaining fifty per cent (50%) of the Secondary Education Contribution Index-Linked to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings;
- 5.4 not to Occupy cause permit or otherwise allow the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 5.3 of this Schedule has been paid to the County Council; and
- 5.5 The Secondary Education Contribution payable in accordance with paragraphs 5.1 and 5.3 of this Schedule shall be Index-Linked using the following formula:

<p>The figure for the All in Tender Price Index last published before the date on which the Secondary Education Contribution (or relevant portion of that contribution) is paid</p>	<p>divided by</p>	<p>All in Tender Price Index figure for Q1 2022</p>	<p>times by</p>	<p>The relevant percentage of the Secondary Education Contribution</p>
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5.6 In the event that the All in Tender Price Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index.

6. Integrated Children’s Services Contribution

The Owner undertakes to the County Council:

- 6.1 to pay fifty per cent (50%) of the Integrated Children’s Services Contribution Index-Linked to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings;
- 6.2 not to Occupy cause permit or otherwise allow the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 6.1 of this Schedule has been paid to the County Council;
- 6.3 to pay the remaining fifty per cent (50%) of the Integrated Children’s Services Contribution Index-Linked to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings;
- 6.4 not to Occupy cause permit or otherwise allow the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 6.3 of this Schedule has been paid to the County Council; and
- 6.5 The Integrated Children’s Services Contribution payable in accordance with paragraphs 6.1 and 6.3 of this Schedule shall be Index-Linked using the following formula:

The figure for the All in Tender Price Index last published before the date on which the Integrated Children's Services Contribution (or relevant portion of that contribution) is paid

divided by

All in Tender Price Index figure for Q1 2022

times by

The relevant percentage of the Integrated Children's Services Contribution

6.6 In the event that the All in Tender Price Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index.

7. County Council Monitoring Fee

The Owner undertakes to the County Council:

7.1 Prior to the Commencement of Development the Owner shall pay to the County Council the County Council Monitoring Fee Index-Linked as a contribution towards the County Council's costs of monitoring the implementation of this Deed.

7.2 Not to Commence the Development until the County Council Monitoring Fee has been paid to the County Council.

7.3 The County Council Monitoring Fee shall be Index-Linked using the following formula:

The figure for the All in Tender Price Index last published before the date on which the County Council Monitoring Fee is paid

divided by

All in Tender Price Index figure for Q1 2022

times by

The County Council Monitoring Fee

7.4 In the event that the All in Tender Price Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index, and the

indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index.

8. SEND Build Contribution

The Owner undertakes to the County Council:

- 8.1 to pay fifty per cent (50%) of the SEND Build Contribution Index-Linked to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings;
- 8.2 not to Occupy cause permit or otherwise allow the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 8.1 of this Schedule has been paid to the County Council;
- 8.3 to pay the remaining fifty per cent (50%) of the SEND Build Contribution Index-Linked to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings;
- 8.4 not to Occupy cause permit or otherwise allow the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 8.3 of this Schedule has been paid to the County Council; and
- 8.5 the SEND Build Contribution payable in accordance with paragraphs 8.1 and 8.3 of this Schedule shall be Index-Linked using the following formula:

<p>The figure for the All in Tender Price Index last published before the date on which the SEND Build Contribution (or relevant portion of that contribution) is paid</p>	<p>divided by</p>	<p>All in Tender Price Index figure for Q1 2022</p>	<p>times by</p>	<p>The relevant percentage of the SEND Build Contribution</p>
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- 8.6 In the event that the All in Tender Price Index ceases to be published the above formula shall be used to calculate indexation increase until the cessation of such Index, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index.

9. Waste Contribution

The Owner undertakes to the County Council:

- 9.1 to pay fifty per cent (50%) of the Waste Contribution Index-Linked to the County Council prior to the Occupation of twenty five percent (25%) of the Dwellings;
- 9.2 not to Occupy cause permit or otherwise allow the Occupation of more than twenty five percent (25%) of the Dwellings until the payment referred to in paragraph 9.1 of this Schedule has been paid to the County Council;
- 9.3 to pay the remaining fifty per cent (50%) of the Waste Contribution Index-Linked to the County Council prior to the Occupation of fifty percent (50%) of the Dwellings;
- 9.4 not to Occupy cause permit or otherwise allow the Occupation of more than fifty percent (50%) of the Dwellings until the payment referred to in paragraph 9.3 of this Schedule has been paid to the County Council; and
- 9.5 the Waste Contribution payable in accordance with paragraphs 9.1 and 9.3 of this Schedule shall be Index-Linked using the following formula:

The figure for the All in Tender Price Index last published before the date on which the Waste Contribution (or relevant portion of that contribution) is paid	divided by	All in Tender Price Index figure for Q1 2022	times by	The relevant percentage of the Waste Contribution
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- 9.6 In the event that the All in Tender Price Index ceases to be published the above formula shall be used to calculate the indexation increase until the cessation of such Index, and the indexation increase thereafter shall be calculated in a similar manner using such replacement index as the County Council considers a comparable index.

APPENDIX 1

PLAN

IN WITNESS whereof the Parties have executed this Deed as a deed and delivered it the day and year first before written.

SIGNED as a **DEED** by

PHILIP WADDELL COLLICK



in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)



JENN-DANIEL DOUGLAS PAUL EDMONDS

Occupation.....

J.D.D.P. Edmonds

Address.....

Solicitor

2 Elwick Road

Ashford, Kent TN23 1PD

EXECUTED AS A DEED by
CLARUS SOLUTIONS LIMITED

)
)
)

Acting by

Director

Print Name:

Director/Secretary

Print Name: