



Mr & Mrs Mark Harding
C/O Bloomfields
FAO: Mrs Vicky Bedford
77 Commercial Road
Paddock Wood
Tonbridge
TN12 6DS

16 September 2021

PLANNING DECISION NOTICE

APPLICANT:	Mr & Mrs Mark Harding
DEVELOPMENT TYPE:	Large Maj Dwellings
APPLICATION REFERENCE:	18/506677/HYBRID
PROPOSAL:	Hybrid application - Planning permission is sought for change of use of existing dwellinghouse to replacement farm shop with office above, and conversion of toilet block to farm produce store (167 sqm) and Outline planning permission is sought for demolition of existing agricultural buildings and farm shop, erection of up to 19 dwellings, erection of implement store, associated access road, parking, pedestrian footpath and landscaping (access and layout being sought only).
ADDRESS:	Halfway Egg Farm, Featherbed Lane, Sittingbourne, Kent, ME9 8RA

The Council hereby **GRANTS** permission/consent for the proposal referred to above subject to the following Condition(s):

MKPS – Working in Partnership with: Swale Borough Council

Please Note: All planning related correspondence for SBC should be sent to:

Mid Kent Planning Support, Maidstone House, King Street, Maidstone ME15 6JQ

Email: planningsupport@midkent.gov.uk

Access planning services online at: www.swale.gov.uk or submit an application via www.planningportal.co.uk

1. The detailed element ('change of use of existing dwellinghouse to replacement farm shop with office above, and conversion of toilet block to farm produce store 167 sqm' and referred to subsequently as 'the detailed element') of the development to which this permission relates must be begun not later than the expiration of three years beginning with the date on which the permission is granted.

Reason: In pursuance of Section 91 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

2. Details relating to the landscaping, scale and appearance of the proposed dwelling(s) ("reserved matters") shall be submitted to and approved by the Local Planning Authority before any development is commenced (other than the detailed element).

Reason: In pursuance of Section 92 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

3. Application for approval of reserved matters referred to in Condition (2) above must be made not later than the expiration of three years beginning with the date of the grant of outline planning permission.

Reason: In pursuance of Section 92 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

4. The outline elements of the development to which this permission relates must be begun not later than the expiration of two years from the final approval of the reserved matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.

Reason: In pursuance of Section 92 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

5. The detailed element of the development shall be carried out in accordance with the following approved plans: Proposed Shop Floor Plans no.14 B; Proposed Shop Elevations no. 15 A; Proposed Store Floor Plans and Elevations no. 16 A and Proposed Site Plan no. 01 G (for detailed element only).

Reason: To accord with the terms of the application and in the interests of proper planning.

6. The details submitted pursuant to condition (2) above shall show adequate land, reserved for the parking or garaging of cars (in accordance with the currently adopted Kent County Council Vehicle Parking Standards) which land shall be kept available for this purpose at all times and no permanent development, whether permitted by the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking or re-enacting that Order) or not shall be carried out on such land (other than the erection of a private garage or garages) or in a position as to preclude vehicular access thereto; such land and access thereto shall be provided prior to the occupation of the dwelling(s) hereby permitted.

Reason: Development without adequate provision for the parking or garaging of cars is likely to lead to car parking inconvenient to other road users.

7. Construction of the development (for the residential development) shall not commence until details of the proposed means of foul and surface water sewerage disposal have been submitted to, and approved in writing by, the Local Planning Authority in consultation with Southern Water.

Reason: To ensure that foul and surface water is adequately disposed of.

8. Development shall not begin in any phase (for the residential development) until a detailed sustainable surface water drainage scheme for the site has been submitted to (and approved in writing by) the local planning authority. The detailed drainage scheme shall be based upon the Surface Water Drainage Strategy and report by Monson and Sustainable Management and Maintenance Plan by Monson (June 2018). The drainage scheme shall also demonstrate that the surface water generated by this development (for all rainfall durations and intensities up to and including the climate change adjusted critical 100 year storm) can be accommodated and disposed of without increase to flood risk on or off-site.

The drainage scheme shall also demonstrate (with reference to published guidance):

- o that silt and pollutants resulting from the site use can be adequately managed to ensure there is no pollution risk to receiving waters.
- o appropriate operational, maintenance and access requirements for each drainage feature or SuDS component are adequately considered, including any proposed arrangements for future adoption by any public body or statutory undertaker.

The drainage scheme shall be implemented in accordance with the approved details.

Reason: To ensure the development is served by satisfactory arrangements for the disposal of surface water and to ensure that the development does not exacerbate the risk of on/off site flooding. These details and accompanying calculations are required prior to the commencement of the development as they form an intrinsic part of the proposal, the approval of which cannot be disaggregated from the carrying out of the rest of the development.

9. No building on any phase (for the residential development) (or within an agreed implementation schedule) of the development hereby permitted shall be occupied until a Verification Report pertaining to the surface water drainage system, carried out by a suitably qualified professional, has been submitted to the Local Planning Authority which demonstrates the suitable modelled operation of the drainage system such that flood risk is appropriately managed, as approved by the Lead Local Flood Authority. The Report shall contain information and evidence (including photographs) of earthworks; details and locations of inlets, outlets and control structures; extent of planting; details of materials utilised in construction including subsoil, topsoil, aggregate and membrane liners; full as built drawings; topographical survey of 'as constructed' features; and an operation and maintenance manual for the sustainable drainage scheme as constructed.

Reason: To ensure that flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property

and ecological systems, and to ensure that the development as constructed is compliant with and subsequently maintained pursuant to the requirements of paragraph 165 of the National Planning Policy Framework.

10. No development approved by this permission shall be commenced (including the detailed element) prior to a contaminated land assessment (and associated remediation strategy if relevant), being submitted to and approved in writing by the Local Planning Authority, comprising:
 - a) A desk study and conceptual model, based on the historical uses of the site and proposed end-uses, and professional opinion as to whether further investigative works are required. A site investigation strategy, based on the results of the desk study, shall be approved by the Local Planning Authority prior to any intrusive investigations commencing on site.
 - b) An investigation, including relevant soil, soil gas, surface and groundwater sampling, carried out by a suitably qualified and accredited consultant/contractor in accordance with a Quality Assured sampling and analysis methodology.
 - c) A site investigation report detailing all investigative works and sampling on site, together with the results of analyses, risk assessment to any receptors and a proposed remediation strategy which shall be of such a nature as to render harmless the identified contamination given the proposed end-use of the site and surrounding environment, including any controlled waters.

Reason: To ensure any contaminated land is adequately dealt with.

11. Before any part or agreed phase of the development is occupied, all remediation works identified in the contaminated land assessment and approved by the Local Planning Authority shall be carried out in full (or in phases as agreed in writing by the Local Planning Authority) on site under a quality assured scheme to demonstrate compliance with the proposed methodology and best practice guidance. If, during the works, contamination is encountered which has not previously been identified, then the additional contamination shall be fully assessed and an appropriate remediation scheme agreed with the District Planning Authority.

Reason: To ensure any contaminated land is adequately dealt with.

12. Upon completion of the works identified in the contaminated land assessment, and before any part or agreed phase of the development is occupied, a closure report shall be submitted which shall include details of the proposed remediation works with quality assurance certificates to show that the works have been carried out in accordance with the approved methodology. Details of any post-remediation sampling and analysis to show the site has reached the required clean-up criteria shall be included in the closure report together with the necessary documentation detailing what waste materials have been removed from the site.

Reason: To ensure any contaminated land is adequately dealt with.

13. The commencement of the development (for the residential development) shall not take place until a survey has been carried out to establish traffic noise levels affecting the site and predictions shall be made of any future traffic noise level increase over the next 15 years. The survey shall be carried out in accordance with a written protocol, details of which shall be submitted to and approved by the Local Planning Authority before the survey is carried out. A noise survey/report (a-d below) shall be submitted to and approved by the Local Planning Authority prior to the commencement of the development. The approved measures shall be implemented in full prior to the first occupation of any of the buildings hereby permitted.

The report shall include;

- (a) the results of the survey,
- (b) the predictions of noise levels,
- (c) details of the design measures that will be used to mitigate against traffic noise, and
- (d) details of the building specifications of the dwellings which will be used to achieve a maximum internal noise level within any of the dwellings of 35dB(A) (Fast) with windows closed,

Reason: In the interests of residential amenity.

14. The commencement of the development (including the detailed element) shall not take place until a programme for the suppression of dust during the demolition of existing buildings and construction of the development has been submitted to and approved in writing by the Local Planning Authority. The measures approved shall be employed throughout the period of demolition and construction unless any variation has been approved by the Local Planning Authority.

Reason: In the interests of the amenities of the area.

15. No development shall take place (including the detailed element), including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:

- (a) Routing of construction and delivery vehicles to / from site
- (b) Parking and turning areas for construction and delivery vehicles and site personnel
- (c) Timing of deliveries
- (d) Provision of wheel washing facilities
- (e) Temporary traffic management / signage

Reason: In the interests of the amenities of the area and highway safety and convenience

16. The proposed estate roads, footways, footpaths, verges, junctions, street lighting, sewers, drains, retaining walls, service routes, surface water outfall, vehicle overhang margins, embankments, visibility splays, accesses, carriageway gradients, drive gradients, car parking and street furniture shall be constructed and laid out in accordance with details to be submitted and approved by the Local Planning Authority in writing before their construction begins. For this purpose, plans and sections, indicating as appropriate, the design, layout, levels, gradients, materials and method of construction shall be submitted to the Local Planning Authority.

Reason: To ensure that the roads are laid out and constructed in a satisfactory manner.

17. Before the first occupation of a dwelling / premises the following works between that dwelling / premises and the adopted highway shall be completed as follows:
- (a) Footways and/or footpaths, with the exception of the wearing course;
 - (b) Carriageways, with the exception of the wearing course but including a turning facility, highway drainage, visibility splays, street lighting, street nameplates and highway structures (if any).

Reason: In the interests of highway safety.

18. The access hereby approved (as shown on drawing no. 01 G) shall be constructed and completed prior to the occupation of the first dwelling.

Reason: To ensure that a satisfactory means of access is provided for the site.

19. The area shown on the submitted plan (including the detailed element) as vehicle loading/unloading and turning facilities shall be used for or be available for such use at all times when the premises are in use and no development, whether permitted by the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking or re-enacting that Order) or not, shall be carried out on that area of land or in such a position as to preclude vehicular access to this reserved area; such land and access thereto shall be provided prior to the commencement of the use hereby permitted.

Reason: Development without adequate provision for the parking, loading or off-loading of vehicles is likely to lead to parking inconvenient to other road users.

20. No development beyond the construction of foundations (for the residential development) shall take place until details have been submitted to and approved in writing by the Local Planning Authority setting out and quantifying what measures, or offsetting schemes, are to be included in the development which will reduce the transport related air pollution of the development during construction and when in occupation. The details shall include 1 electric vehicle charging point for each dwelling and no dwelling shall be occupied until the charging point for that dwelling has been installed.

Reason: To encourage the use of electric vehicles, in the interests of climate change and reducing pollution.

21. Prior to the construction of any dwelling in any phase details of the materials and measures to be used to increase energy efficiency and thermal performance and reduce carbon emissions and construction waste shall be submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved materials and measures.

Reason: In the interest of promoting energy efficiency and sustainable development.

22. The details submitted pursuant to condition (2) (for the residential development) above shall include details for the installation of fixed telecommunication infrastructure and High Speed Fibre Optic (minimal internal speed of 100mb) connections to multi point destinations and all buildings including residential shall be submitted to and approved in writing by the Local Planning Authority. The details shall provide sufficient capacity, including duct sizing to cater for all future phases of the development with sufficient flexibility to meet the needs of existing and future residents. The agreed details shall be laid out at the same time as other services during the construction process.

Reason: To secure high quality communications infrastructure.

23. No development (including the detail element) shall take place until the applicant, or their agents or successors in title, has secured the implementation of
- ii. archaeological field evaluation works in accordance with a specification and written timetable which has been submitted to and approved by the Local Planning Authority; and
 - ii. following on from the evaluation, any safeguarding measures to ensure preservation in situ of important archaeological remains and/or further archaeological investigation and recording in accordance with a specification and timetable which has been submitted to and approved by the Local Planning Authority

Reason: To ensure appropriate assessment of the archaeological implications of any development proposals and the subsequent mitigation of adverse impacts through preservation in situ or by record

24. The details submitted pursuant to condition (2) (for the residential development) above shall include details of both hard and soft landscape works. These details shall include existing trees, shrubs and other features, planting schedules of plants, noting species (which shall be native species and of a type that will encourage wildlife and biodiversity), plant sizes and numbers where appropriate, means of enclosure, hard surfacing materials, the retention and reinforcement of vegetation along the southern, northern and eastern boundaries of the site and an implementation programme. The works shall be carried out prior to the occupation of any part of the development or in accordance with the programme agreed in writing with the Local Planning Authority.

Reason: In the interests of the visual amenities of the area and encouraging wildlife and biodiversity.

25. No development (for the detailed element) beyond the construction of foundations shall take place until full details of both hard and soft landscape works have been submitted to and approved in writing by the Local Planning Authority. These details shall include existing trees, shrubs and other features, planting schedules of plants, noting species (which shall be native species and of a type that will encourage wildlife and biodiversity), plant sizes and numbers where appropriate, means of enclosure, hard surfacing materials, the retention and reinforcement of vegetation along the southern and eastern boundaries of the site and an implementation programme. The works shall be carried out prior to the occupation of any part of the development or in accordance with the programme agreed in writing with the Local Planning Authority.

Reason: In the interests of the visual amenities of the area and encouraging wildlife and biodiversity.

26. Upon completion of the approved landscaping scheme, any trees or shrubs that are removed, dying, being severely damaged or becoming seriously diseased within five years of planting shall be replaced with trees or shrubs of such size and species as may be agreed in writing with the Local Planning Authority, and within whatever planting season is agreed.

Reason: In the interests of the visual amenities of the area and encouraging wildlife and biodiversity.

27. Prior to works commencing on site (including vegetation clearance) (including the detailed element) a detailed reptile mitigation strategy must be submitted to the Local Planning Authority for written approval - the strategy must be based on the information included within paragraph 4.4 of the Ecological Appraisal, Reptile Survey and Mitigation Strategy (KB Ecology; October 2019). The mitigation strategy shall be implemented in accordance with the approved details and thereafter retained.

Reason: In the interests of protected species and biodiversity

28. Within 3 months of works commencing on site (for the residential development) a management plan of the open space must be submitted to the Local Planning Authority for written approval. The management plan must demonstrate that the open space will be managed to retain and enhance the translocated reptile population. The plan must be implemented as approved. The management plan shall be implemented in accordance with the approved details and thereafter retained.

Reason: In the interests of protected species and biodiversity

29. Within 3 months of works commencing on site (for the residential development), a scheme for the enhancement of biodiversity on the site shall have been submitted to and approved in writing by the Local Planning Authority. These shall include the installation of bat and bird nesting boxes and the provision of native planting where possible, and incorporation of recommendations as detailed in paragraph 4.10 of the Ecological Appraisal, Reptile Survey and Mitigation Strategy (KB Ecology; October 2019). The approved details will be implemented and thereafter retained. The provision and installation of enhancements should take place within 6 months of the commencement of works, where appropriate.

Reason: To enhance biodiversity

30. The proposed residential development hereby permitted shall be designed to achieve a water consumption rate of no more than 110 litres per person per day, and the dwellings shall not be occupied unless the notice for the dwellings of the potential consumption of water per person per day required by the Building Regulations 2015 (As amended) has been given to the Building Control Inspector (internal or external).

Reason: In the interests of water conservation and sustainability.

31. The details submitted pursuant to condition (2) above shall demonstrate how principles relating to minimising the opportunities for crime and anti-social behaviour have been incorporated in the layout, landscaping and building design.

Reason: In the interests of minimising the opportunities for crime and anti-social behaviour.

32. The details submitted pursuant to condition (2) above shall show dwellings extending to no more than 2 storeys in height.

Reason: In the interests of complementing the character and appearance of existing development in the vicinity of the site.

33. The details submitted pursuant to condition (2) above shall include details in the form of samples of external finishing materials to be used in the construction of the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority and shall be implemented in accordance with the approved details.

Reason: In the interest of visual amenity.

34. The details submitted pursuant to condition (2) above shall accord with the layout hereby approved (as shown on drawing no. 01 G).

Reason: In the interests of complementing the character and appearance of existing development in the vicinity of the site.

35. No construction work in connection with the development shall take place on any Sunday or Bank Holiday, nor on any other day except between the following times:- Monday to Friday 0800 - 1800 hours, Saturdays 0800 - 1300 hours unless in association with an emergency or with the prior written approval of the Local Planning Authority.

Reason: In the interests of residential amenity.

36. No impact pile driving in connection with the construction of the development shall take place on the site on any Saturday, Sunday or Bank Holiday, nor any other day except between the following times:-

Monday to Friday 0900-1700hours unless in association with an emergency or with the written approval of the Local Planning Authority.

Reason: In the interests of residential amenity.

Informative(s):

- (1) The applicant is reminded that, under the Wildlife and Countryside Act 1981, as amended (section 1), it is an offence to remove, damage or destroy the nest of any wild bird while that nest is in use or being built. Planning consent for a development does not provide a defence against prosecution under this act. Trees, scrub, hedgerows and buildings are likely to contain nesting birds between 1st March and 31st August

inclusive. Buildings and scrub are present on the application site and are to be assumed to contain nesting birds between the above dates, unless a recent survey has been undertaken by a competent ecologist to assess the nesting bird activity on site during this period and has shown it is absolutely certain that nesting birds are not present.

The Council's approach to this application:

In accordance with paragraph 38 of the National Planning Policy Framework (NPPF), July 2021 the Council takes a positive and proactive approach to development proposals focused on solutions. We work with applicants/agents in a positive and creative way by offering a pre-application advice service, where possible, suggesting solutions to secure a successful outcome and as appropriate, updating applicants / agents of any issues that may arise in the processing of their application.

In this instance:

The applicant/agent was advised of minor changes required to the application and these were agreed.



James Freeman
Head of Planning Services
Swale Borough Council

Please be advised that irrespective of whether your proposal requires planning permission or not, it may still require Building Regulation Approval. For more information on this please visit our website
<https://www.swale.gov.uk/building-control>

IMPORTANT - YOUR ATTENTION IS DRAWN TO THE ATTACHED NOTES

NOTIFICATION TO APPLICANT FOLLOWING REFUSAL OF PERMISSION OR GRANT OF PERMISSION SUBJECT TO CONDITIONS

This decision does not give approval or consent that may be required under any act, bylaw, order or regulation other than Section 57 of the Town and Country Planning Act 1990.

Appeals to the Secretary of State

If you are aggrieved by the decision of your local planning authority (LPA) to refuse permission for the proposed development, or to grant it subject to Conditions, then you can appeal to the Secretary of State (SoS) under Section 78 of the Town and Country Planning Act 1990. **Please see “Development Type” on page 1 of the decision notice to identify which type of appeal is relevant.**

- If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice and if you want to appeal against the LPA's decision on your application, then you must do so within **28 days** of the date of this notice.
- If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against the LPA's decision on your application, then you must do so within **28 days** of the date of service of the enforcement notice, or within **6 months [12 weeks** in the case of a **householder** or **minor commercial** application decision] of the date of this notice, whichever period expires earlier.
- If this is a decision to refuse planning permission for a **Householder** application or a **Minor Commercial** application and you want to appeal the LPA's decision, or any of the conditions imposed, then you must do so within **12 weeks** of the date of this notice.
- In all other cases, you will need to submit your appeal against the LPA's decision, or any of the conditions imposed, within **6 months** of the date of this notice.

Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>.

If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority (planningappeals@midkent.gov.uk) and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. [Further details are on GOV.UK.](#)

The SoS can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The SoS need not consider an appeal if it seems to the SoS that the LPA could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

DATED

15th September 2021

SWALE BOROUGH COUNCIL

-and-

MARK LESLIE HARDING

-and-

THE AGRICULTURAL MORTGAGE CORPORATION PLC

DEED OF AGREEMENT PURSUANT TO
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO THE DEVELOPMENT OF
LAND AT HALFWAY EGG FARM FEATHERBED LANE SITTINGBOURNE ME9 8RA
Planning Application Ref No 18/506677/HYBRID

Mid Kent Legal Services
Swale Borough Council
Swale House
East Street
Sittingbourne
Kent ME10 3HT
Ref.: S014459



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THIS DEED OF AGREEMENT is dated the 15th day of September 2021

BETWEEN

- 1) **SWALE BOROUGH COUNCIL** of Swale House East Street Sittingbourne Kent ME10 3HT (the "**Borough Council**") and
- 2) **MARK LESLIE HARDING** of Eat An Egg Farm Bungalow Hempstead Road Gillingham Kent and of Halfway Farm House Featherbed Lane Iwade Sittingbourne ME9 8RA (the "**Owner**") and
- 3) **THE AGRICULTURAL MORTGAGE CORPORATION PLC** (Company Registration No 234742) whose registered office is at Charlton Place Charlton Road Andover Hants SP10 1RE (the "**Mortgagee**")

RECITALS

- A. The Borough Council is the local planning authority and local housing authority for the area within which the Land is situated
- B. The Application was made to the Borough Council
- C. Pursuant to delegated powers on 26 May 2021 the Council resolved that planning permission be granted for the Development subject to conditions and the prior completion of this Deed (without which planning permission would have been refused)
- D. The Owner is a person interested in the Land by virtue of being the registered proprietor with freehold title absolute of the Land as set out in Schedule 1
- E. The Mortgagee is a person interested in the Land by virtue of being the proprietor of registered charges on the Land as set out in Schedule 1
- F. Part of the Land is unregistered as set out in Schedule 1
- G. The Parties agree that the obligations contained in this Deed are necessary to make the Development acceptable in planning terms directly relate to the development and fairly and reasonably relate in scale and kind to the Development in accordance with Regulation 122 of the Community Infrastructure Regulations 2010

- H. Pursuant to The Conservation of Habitats and Species Regulations 2010 (which are the principal means by which the Habitats Directive is transposed in England and Wales) the Borough Council must be satisfied that the Development will not adversely affect the integrity of the Special Protection Area. The Council is satisfied that the likely significant effect of the Development on the protected habitat sites identified in the SAMMS can be mitigated through a financial contribution towards the provision of SPA Mitigation Measures across the Special Protection Area pursuant to the SAMMS
- I. The Owner and the Mortgagee have agreed to enter into this Deed to regulate the Development and to give effect to the terms of the resolution of the Borough Council's Planning Committee hereinbefore recited which Deed may also secure other planning benefits
- J. The Borough Council is a Local Authority for the purposes of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Deed will facilitate be conducive to and be incidental to the Borough Council's functions
- K. The County Council is the statutory authority responsible for education libraries youth services community learning adult social care and waste for the area within which the Land is situated
- L. This Deed is made pursuant to Section 106 of the 1990 Act and to the extent that any obligations contained in this Deed are not planning obligations for the purposes of the 1990 Act they are entered into by the Borough Council pursuant to the powers contained in section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and all other powers so enabling

OPERATIVE PROVISIONS

IT IS AGREED as follows

1. DEFINITIONS

- 1.1 Unless the context otherwise requires where in this Deed the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by the definitions contained in Paragraphs 1.1 to the relevant Schedules

“1990 Act”	means the Town and Country Planning Act 1990 (as amended)
“All in Tender Price Index”	means the All in Tender Price Index published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors
“Application”	means the application for hybrid planning permission submitted by the Owner to the Borough Council to carry out the Development at the Land and given the registered reference number 18/506677/HYBRID
“Borough Council Contributions”	means the financial contributions payable to the Borough Council pursuant to Schedule 3 comprising <ul style="list-style-type: none"> a) the NHS Healthcare Contribution b) the Outdoor Play and Fitness Equipment Contribution c) the SPA Mitigation Contribution d) the Wheelie Bin Contribution
“Commencement of Development”	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act which is not a Preparatory Operation and the words “Commence” and “Commence Development” shall be construed accordingly
“County Council”	means The Kent County Council of Sessions House County Hall Maidstone Kent ME14 1XQ who are the education authority the community learning authority the youth services authority the social care authority the libraries authority and the waste authority for the area within which the Land is situated
“County Council Contributions”	means the financial contributions payable to the County Council pursuant to Schedule 3 comprising

- a) the Community Learning Contribution
- b) the Libraries Contribution
- c) the Primary Education Contribution
- d) the Primary Land Contribution
- e) the Secondary Education Contribution
- f) the Secondary Land Contribution
- g) the Social Care Contribution
- h) the Youth Services Contribution
- i) the Waste Contribution

“Deed”	means this deed of agreement together with all Schedules and Appendices
“Development”	Means a change of use of existing dwellinghouse to a replacement farm shop with office above and conversion of toilet block to farm produce store (167 sqm) AND demolition of existing agricultural buildings and farm shop, erection of up to 19 dwellings, erection of implement store, associated access road, parking, pedestrian footpath and landscaping on the Land as set out in the Application pursuant to the Planning Permission
“Dwelling”	means any residential unit to be erected on the Land pursuant to the Planning Permission (and approved pursuant to any Reserved Matters Approval) including for the avoidance of doubt the Open Market Dwellings and Affordable Dwellings
“General Building Cost Index”	means the General Building Cost Index as published by the Building Costs Information Service on behalf of the

Royal Institution of Chartered Surveyors

- “Index Linked”** means adjusted by reference to the relevant index pursuant to the provisions of Clause 19
- “Interest Rate”** means 4% per annum above the base lending rate of Lloyds Bank PLC from time to time applicable at the actual date of payment
- “Land”** means the land against which this Deed may be enforced as detailed in Schedule 1 and shown edged red on the Plan
- “Occupy”** means taking beneficial occupation of a building forming part of the Development for any purpose authorised by the Planning Permission but not including occupation by personnel engaged in construction fitting out finishing or decoration of that building nor occupation in relation to site and building security operations and for the avoidance of doubt the sale of a any Dwelling shall constitute permitting its occupation and **“Occupation”** **“Occupier”** or **“Occupied”** shall be construed accordingly
- “Open Market Dwellings”** means those Dwellings for sale on the open market and which are not Affordable Dwellings
- “Parties”** means the Owner the Mortgagee and the Borough Council as the context so requires and **“Party”** means any one of them
- “Plan”** means the plan entitled “Proposed Site Plan” (Drawing No 01G Reference No P.08.006.1272) prepared by Bloomfields and dated January 2020 annexed as Appendix 1
- “Planning Permission”** means planning permission for the Development to be granted pursuant to the Application subject to

conditions

“Practical Completion” means the proper issue of one or more certificate(s) of practical completion of any works carried out pursuant to this Deed or as the context may allow any part section or phase thereof by an independent architect civil engineer chartered surveyor or other certifying professional (as the case may be) and the term **“Practically Complete”** shall be construed accordingly

“Preparatory Operation” means an operation or item of work of or connected with or ancillary to

- a) archaeological investigation
- b) exploratory boreholes and trial pits
- c) site clearance (but excluding demolition of a building or structure)
- d) diversion decommissioning and/or laying of services for the supply or carriage of water sewerage gas electricity telecommunications or other media or utilities
- e) the erection of fences and hoardings around the Land and
- f) construction of temporary access and service roads

“Reserved Matters Application” means an application for approval of reserved matters in accordance with the Planning Permission

“Reserved Matters Approval” means an approval given by the Borough Council of a Reserved Matters Application

“Retail Price Index” means the Retail Price Index published by the Office for National Statistics

“Statutory Undertakers” means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator

“VAT” means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it)

“Working Day” means a day which is not a Saturday Sunday bank holiday in England (as defined in paragraph 1 of Schedule 1 to the Banking and Financial Dealings Act 1971) or other public holiday

2. INTERPRETATION

- 2.1 A reference to any Clause Plan Paragraph Schedule Appendix or Recital such reference is a reference to a Clause Plan Paragraph Schedule Appendix or Recital in (or in the case of plans attached to) this Deed
- 2.2 The headings in this Deed are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this Deed
- 2.3 Words importing the singular include the plural and vice versa
- 2.4 Words importing the masculine gender include the feminine and neuter genders and vice versa
- 2.5 Words denoting actual persons include companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 2.6 Reference 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 Borough Council the County Council or the NHS Kent and Medway CCG (as the case may be) shall include any successor to its statutory functions
- 2.7 Reference to any officer of the Borough Council means such officer or such other officer as may be lawfully designated by the Borough Council for the purposes of discharging such duties and functions
- 2.8 Wherever there is 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 against each individual severally

- 2.9 Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction
- 2.10 References in this Deed to statutes bye-laws regulations orders and delegated legislation shall include any statute bye-law regulation order delegated legislation plans regulations permissions and directions amending re-enacting consolidating replacing or made pursuant to the same as current and in force from time to time
- 2.11 Any words following the terms "including" "include" "in particular" "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words description definition phrase or term preceding those terms

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act section 111 of the Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 section 1 of the Localism Act 2011 and any other enabling powers
- 3.2 The covenants obligations restrictions and requirements imposed upon the Parties by this Deed
- 3.2.1 are entered into pursuant to the provisions of section 106 of the 1990 Act
- 3.2.2 are planning obligations for the purposes of section 106 of the 1990 Act
- 3.2.3 relate to the Land
- 3.2.4 are entered into with intent to bind the Owner's and the Mortgagee's interest(s) in the Land as set out in Schedule 1 and each and every part thereof into whosoever hands the same may come
- 3.2.5 are enforceable by the Borough Council as local planning authority
- 3.2.6 are executed by the respective Parties as a deed
- 3.3 To the extent that any obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into by the Borough Council

pursuant to the powers contained in section 111 of Local Government Act 1972 sections 12 and 93 of the Local Government Act 2003 Section 1 of the Localism Act 2011 and all other powers so enabling

4. CONDITIONALITY

4.1 With the exception of this Clause 4 and Clauses 1 2 3 5.2 5.3 and 7 to 24 inclusive (which take effect immediately on the date of this Deed) this Deed is conditional on the grant and issue of the Planning Permission

5. COVENANTS AND OBLIGATIONS OF THE OWNER

5.1 The Owner covenants with the Borough Council to perform and observe the covenants obligations restrictions and requirements contained within this Deed

5.2 The Owner shall permit the Borough Council and its authorised employees and agents upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligations arising under this Deed have been performed or observed **SUBJECT TO** compliance by the Borough Council and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice

5.3 The Owner covenants to pay

5.3.1 before completion of this Deed the Borough Council's reasonable legal and administrative costs and disbursements in connection with the negotiation preparation and execution of this Deed

5.3.2 within ten (10) working days of the first approval of any Reserved Matters Application the sum of £10,000 (ten thousand pounds) to the Borough Council in connection with the monitoring and administration of this Deed

whether or not this Deed is delivered in accordance with Clause 24

6. COVENANTS AND OBLIGATIONS OF THE BOROUGH COUNCIL

6.1 The Borough Council covenants with the Owner that subject to the Owner carrying out and observing the Owner's covenants obligations restrictions and requirements herein it will perform the Borough Council's covenants as set out herein

7. MORTGAGEE'S CONSENT

7.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of its charge over the Land shall take effect subject to this Deed **PROVIDED THAT** the Mortgagee shall have no liability under this Deed unless it takes possession of the Land or any part of the Land in which case the Mortgagee shall be bound by the provisions of this Deed as a person deriving title from the Owner

8. RELEASE AND EXCLUSIONS

8.1 Save for Clause 5.2 and those obligations contained in this Deed specifically regulating the use of land or buildings after construction no planning obligations contained in this Deed shall be binding on any freehold or leasehold owners or occupiers of individual Dwellings (or their respective mortgagees or successors in title) constructed pursuant to the Planning Permission

8.2 Save for Clause 5.2 no planning obligations contained in this Deed shall be binding on any Statutory Undertaker with any existing interest in any part of the Land or acquires an interest in any part of the Land for the purpose of the supply of electricity gas water or sewerage drainage or public telecommunication services

8.3 No person shall be liable for breach of any of the planning obligations or other provisions of this Deed after they shall have irrevocably parted with their entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to the rights of the Borough Council in relation to any subsisting or any antecedent breach non-performance or non-observance arising prior to parting with such interest

9. DETERMINATION OF THE PLANNING PERMISSION

9.1 Save for Clause 5.3 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 expires prior to Commencement of Development without the consent of the Owner

9.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission or

modification variation or amendment thereof) granted after the date of this Deed

- 9.3 If the Borough Council agrees following an application under section 73 of the 1990 Act to vary or release any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and apply in equal terms to the new planning permission **UNLESS** the Borough Council in determining the application for the new planning permission (or the Secretary of State determining the section 78 appeal in relation to that application) indicates that consequential amendments are required to this Deed to reflect the impact of the section 73 application in which circumstances a separate deed under section 106 or s.106A of the 1990 Act (as the case may be) will be required to secure relevant planning obligations or other planning benefits relating to the new planning permission **BUT** nothing in this Deed shall in any way fetter the Borough Council's discretion in relation to the section 73 application or the determination thereof

10. DISPUTES AND EXPERT DETERMINATION

- 10.1 In the event of any dispute or difference between the Parties touching or concerning any matter arising out of this Deed (SAVE FOR the amount of any contribution payable pursuant to this Deed or the due date of payment) such dispute or difference shall be referred to an expert ("the Expert") to be appointed on the application of the Parties by the President (or equivalent person) for the time being of the professional body in England chiefly relevant to such dispute or difference
- 10.2 In the absence of agreement as to whom to appoint as the Expert or as to the appropriate professional body referred to in Clause 10.1 within ten (10) Working Days after a written request by one Party to the others to agree to the appointment of an Expert then the question of the appropriate Expert or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of a Party and such a solicitor shall act as an expert and his decision as to the Expert or as to the appropriate professional body shall be final and binding on the Parties to the dispute or difference 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 in equal shares

- 10.3 The Expert shall act as an expert and save in case of manifest error his decision shall be final and binding on the Parties to the dispute or difference 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 to the dispute or difference in equal shares
- 10.4 The Expert shall be required to give notice to each of the Parties to the dispute requiring them to submit to him within ten (10) 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 (10) Working Days in respect of any such submission and supporting material
- 10.5 Any expert howsoever appointed shall be subject to the express requirement that a decision shall be in writing (and give reasons for his decision) and shall be 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 twenty-eight (28) Working Days after the conclusion of any hearing that takes place or twenty-eight (28) Working Days after he has received the last submission or written representation
- 10.6 Nothing in this Clause 10 shall be taken to fetter or limit the ability of the Borough Council to carry out its functions and duties nor to limit the ability of any of the Parties to refer a dispute to the Courts of England and Wales

11. NOTICES

- 11.1 Any notice approval consent certificate direction authority agreement action expression of satisfaction or other communication to be given under this Deed must be in writing and shall be delivered by hand or sent by pre-paid first class post or other next Working Day delivery service marked for the attention of the person and copied to the person(s) (as the case may be) identified below **SAVE THAT** any of the Parties may by written notice notify the other Parties of an alternative address (which address must be based in England and Wales) for the service of subsequent notices or other written communications in which case those details shall be substituted for the details provided below

The Borough Council	Swale Borough Council
Address	The Development Manager Swale Borough Council Swale House East Street Sittingbourne Kent ME10 3HT
	Reference 18/506677/HYBRID Land at Halfway Egg Farm Featherbed Lane Sittingbourne Kent ME9 8RA
With a copy to	The Section 106 Monitoring Officer
Where required	The Strategic Housing and Health Manager
The Owner	Mark Leslie Harding
Address	Eat An Egg Farm Bungalow Hempstead Road Gillingham Kent
The Mortgagee	The Agricultural Mortgage Corporation PLC
Address	Charlton Place Charlton Road Andover Hants SP10 1RE

11.2 Any notice approval consent certificate direction authority agreement action expression of satisfaction or other communication given pursuant to this Deed shall conclusively be deemed to have been received

11.2.1 if delivered by hand on signature of a delivery receipt provided that if delivery occurs before 09h00 on a Working Day the notice will be deemed to have been received at 09h00 on that day and if delivery occurs after 17h00 on a Working Day or on a day which is not a Working Day the notice will be deemed to have been received at 09h00 on the next Working Day or

11.2.2 if sent by pre-paid first class post or other next Working Day delivery

service within the United Kingdom at 09h00 on the day 2 Working Days after the date of posting

11.3 Any notice or request by the Owner for approval consent certificate direction authority agreement action expression of satisfaction or other communication required pursuant to this Deed shall cite the Clause or Paragraph of the relevant Schedule to this Deed to which such notice or request relates

11.4 This Clause does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution

12. LOCAL LAND CHARGE

12.1 This Deed is a local land charge and shall be registered as such

12.2 Where in the opinion of the Owner any of the provisions of this Deed have been satisfied the Owner shall be entitled to apply to the Borough Council for confirmation to that effect and (subject to the payment of the Borough Council's reasonable costs and charges in connection therewith) upon the Borough Council being satisfied that the relevant obligation or covenant (as the case may be) has been satisfied the Borough Council shall as soon as is reasonably practicable issue a written confirmation to such effect to the Owner

12.3 The Borough Council shall upon the written request of the Owner (and subject to the payment of the Borough Council's reasonable costs and charges in connection therewith) at any time after all the obligations of the Owner under this Deed have been performed or otherwise discharged and the Borough Council being satisfied that this Deed no longer serves a useful purpose as soon as is reasonably practicable cancel all entries made in the local land charges register in respect of this Deed

13. SUCCESSORS IN TITLE

13.1 The Owner enters into the obligations set out in this Deed for itself and its successors in title for the benefit of the Borough Council to the intent that the obligations in this Deed shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Land or any part thereof

14. POWERS OF THE BOROUGH COUNCIL

14.1 Nothing contained or implied in this Deed shall fetter prejudice restrict or affect the rights discretions powers duties responsibilities and obligations of the Borough Council under all and any legislative instrument including statutes by-laws statutory instruments orders and regulations for the time being in force in the exercise of its function as a local authority

15. SEVERABILITY

15.1 If any provision (or part thereof) of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions (or such part of the provisions as is still enforceable) shall not in any way be deemed thereby to be affected impaired or called into question

16. RIGHTS OF THIRD PARTIES

16.1 The Parties intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed

17. CHANGE OF OWNERSHIP AND NEW INTEREST

17.1 The Owner warrants that

17.1.1 they have full authority to enter into this Deed

17.1.2 no person other than the persons identified in Schedule 1 has any legal or equitable interest in the Land and that (save for the legal charge in favour of the Mortgagee) it has not leased mortgaged charged or otherwise created any interest in the Land at the date of this Deed

17.1.3 they know of no impediment to the validity of this Deed

17.1.4 there is no subsisting breach of the terms of any mortgage or legal charges secured on the Land and that (if applicable) all payments due to any mortgagee or chargee are paid as at the date of this Deed

17.1.5 they shall make good any loss to the Borough Council as a result of a breach of this warranty within ten (10) Working Days of a request to do so

17.2 The Owner shall give the Borough Council immediate written notice of any conveyance transfer lease assignment mortgage or other disposition entered into in respect of all or any part of the Land or change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give

17.2.1 the name and address of the person to whom the disposition was made (and in the case of a company the full name and registered office address) and

17.2.2 the nature and extent of the interest disposed of by reference to a plan

17.3 In the event of the Borough Council considering it appropriate to note the provisions of this Deed against the title to the Land at H M Land Registry the Owner (and Mortgagee) hereby consents

18. WAIVER

18.1 No waiver (whether expressed or implied) by the Borough Council of any breach or default or delay 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 Borough Council from enforcing any of the relevant terms or conditions or acting upon any subsequent breach or default and no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

19. INDEXATION

19.1 All the financial contributions payable pursuant to this Deed shall be Index Linked

19.2 The Borough Council Contributions payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the All in Tender Price Index between the quarterly index figure immediately proceeding the date of the delegated officer report of 26 May 2021 and the quarterly index figure for the quarter immediately preceding the date of the payment becoming due

19.3 The County Council Contributions payable pursuant to this Deed shall be increased in the same proportion as the percentage increase in the General Building Cost Index from October 2016 (Index 328.3) and the monthly index figure for the month of the

date of the payment becoming due

- 19.4 Where reference is made to any index in this Deed and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Deed) issued or caused to be issued from time to time by the Building Costs Information Service Royal Institution of Chartered Surveyors or other appropriate body and as may commonly be used in place of that index and as approved by the Borough Council (in consultation with the County Council where County Council Contributions are affected) or in the event the index is not replaced to an alternative reasonably comparable basis or index as the Borough Council (in consultation with the County Council where County Council Contributions are affected) shall approve

20. INTEREST

- 20.1 If any sum or amount due under this Deed has not been paid to the Borough Council by the date it is due the Owner shall pay the Borough Council interest on that amount at the Interest Rate with such interest accruing on a daily basis for the period from the date payment is due to and including the date of payment

21. VAT

- 21.1 Each amount stated to be payable by one Party to the other under or pursuant to this Deed is exclusive of VAT
- 21.2 If any VAT is at any time chargeable on any supply made by any Party under or pursuant to this Deed the Party making the payment shall pay the other an amount equal to that VAT as additional consideration subject to receipt of a valid VAT invoice

22. AGREEMENTS AND DECLARATIONS

- 22.1 The Parties agree that
- 22.1.1 nothing in this Deed constitutes a planning permission or an obligation to grant planning permission and
- 22.1.2 nothing in this Deed grants planning permission or any other approval consent or permission required from the Borough Council in the exercise of any other statutory function

23. JURISDICTION

23.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England

23.2 It is hereby agreed that the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales

24. DELIVERY

24.1 This Deed is delivered on the date written at the start and the provisions of this Deed (other than this Clause and Clause 5.3 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 **SWALE**)
BOROUGH COUNCIL was affixed)
to this Deed in the presence of)

Red



ROBIN NARRIS.

Authorised Signatory

Signed as a DEED by **MARK**)
LESLIE HARDING in the presence)
of

M. L. Harding

Signature

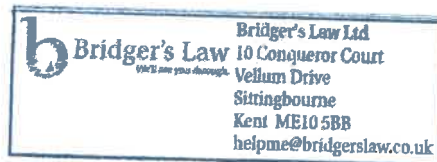
[Handwritten Signature]

Signature of witness

JAMES BENN CARTER

Name (IN BLOCK CAPITALS)

Address



SIGNED AND DELIVERED as a Deed

By

James Norman Higgins



As Attorney and for The Agricultural Mortgage
Corporation PLC
In the presence of:-

Matthew Charles Young
Charlton Place
Charlton Road
Andover
Hampshire
SP10 1RE

Director/Company Secretary
(Delete as necessary)

SCHEDULE 1 : THE LAND

The land against which this Deed is enforceable comprises all of that land and premises situated at Featherbed Orchard Featherbed Lane Grovehurst Sittingbourne (ME9 8RA) and Halfway Farm House Featherbed Lane Iwade Sittingbourne (ME9 8RA) and known as Halfway Egg Farm Featherbed Lane Sittingbourne Kent ME9 8RA as shown edged red on the Plan of which

1. the Owner is the registered proprietor of the freehold with title absolute subject to the matters in the Charges Registers but otherwise free from encumbrances of titles K523281 and TT9394
2. the Mortgagee is the proprietor of a registered charge on both of the Owners titles being K523281 and TT3934 and dated 3 July 1992
3. part of the Land is unregistered

SCHEDULE 2 : NOTICES

Without prejudice to any other notice required to be given pursuant to the terms of this Deed the Owner covenants that

Notification of Implementation of Planning Permission

1. it shall provide the Borough Council with no less than 20 Working Days prior notice of the intended date of implementation of the Planning Permission and for the avoidance of doubt implementation of the Planning Permission does not mean Commencement of Development
2. it shall not implement the Planning Permission unless and until this notice has been provided to the Borough Council and
3. it shall subsequently notify the Borough Council promptly and in any event within 5 Working Days of the actual date on which the Planning Permission is implemented

Notification of Commencement of Development

4. it shall provide the Borough Council with no less than 20 Working Days prior notice of the intended date of Commencement of Development and the Owner shall not Commence Development unless and until this notice has been provided to the Borough Council and
5. it shall notify the Borough Council promptly and in any event within 5 Working Days of the actual date of Commencement of Development and

Notification of Occupation

6. it shall provide the Borough Council with no less than 20 Working Days prior notice of the intended date of Occupation of the Development and the Owner shall not Occupy the Development unless and until this notice has been provided to the Borough Council
7. it shall notify the Borough Council promptly and in any event within 5 Working Days of the actual date of Occupation of the Development
8. it shall provide the Borough Council with no less than 20 Working Days prior notice of the intended date of Occupation of the last Dwelling of the Development and the Owner shall not Occupy such Dwelling unless and until this notice has been provided to the Borough Council

Notification of Completion

9. it shall provide the Borough Council with the final Certificate of Practical Completion of the Development

SCHEDULE 3 : FINANCIAL CONTRIBUTIONS

1. Interpretation of this Schedule

1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 and Paragraph 1.1 of the other relevant Schedules

“Applicable House” means all Dwellings excluding those Dwellings (if any) of less than 56sqm GIA and excluding sheltered accommodation

“Community Learning Contribution” means a contribution in the sum of £16.42 (sixteen pounds forty-two pence) per Dwelling where the total contribution shall be calculated in accordance with the following formula

$$D \times \text{£}16.42 = \text{£CLC Index Linked}$$

WHERE

D is the number of Dwellings to be provided pursuant to the Reserved Matters Approval

£CLC Index Linked is the Community Learning Contribution (Index Linked) payable

“Community Learning Facilities” means provision of additional services at Sittingbourne Adult Education Centre

“GIA” means Gross Internal Area as measured in accordance with the ‘International Property Measurement Standards: Residential Buildings (IPMS 2 – Residential (Internal))’ (September 2016) or any amendment update or variation thereto or any subsequent replacement thereof or such other standard as may be approved by the Royal Institution of Chartered Surveyors (RICS)

“Libraries Contribution ” means a contribution in the sum of £55.45 (fifty-five pounds forty-five pence) per Dwelling where the total contribution shall be calculated in accordance with the following formula

$$D \times £55.45 = \text{£LC Index Linked}$$

WHERE

D is the number of Dwellings to be provided pursuant to the Reserved Matters Approval

£LC Index Linked is the Libraries Contribution (Index Linked) payable

“Library Facilities” means the provision of additional bookstock and services at Sittingbourne Library for the new users

“NHS Healthcare Contribution” means a contribution in the sum of £360.00 (three hundred and sixty pounds) per person where the total contribution shall be calculated in accordance with the following formula

$$D \times 2.4 \times £360 = \text{£NHS Index Linked}$$

WHERE

D is the total number of Dwellings to be provided pursuant to the Reserved Matters Approval multiplied by 2.4 persons (being the NHS predicted occupancy rate for a Dwelling)

AND

£NHS Index Linked is the NHS Healthcare Contribution (Index Linked) payable

“NHS Kent and Medway CCG” means the NHS Kent and Medway Clinical Commissioning Group of Wharf House Medway Wharf Road Tonbridge Kent TN9 1RE which is a statutory

body established under the Health and Social Care Act 2012 which have the function of commissioning services for the purposes of the health service in England and are treated as NHS bodies for the purposes of the National Health Service Act 2006 or its successor in title or successor to its statutory functions

“NHS Healthcare Facilities”

means expansion of Iwade Health Centre to increase capacity for new patients (which for the avoidance of doubt may include professional and other fees and investigative works and studies reasonably incurred and/or undertaken by NHS Kent and Medway CCG) of Wharf House Medway Wharf Road Tonbridge Kent TN9 1RE AND in the event that the above beneficiary ceases to exist or has merged practices into a primary healthcare facility then that primary healthcare facility shall take the benefit of the NHS Healthcare Contribution provided that the primary healthcare facility services some or all of the healthcare requirements of the occupiers of the Development

“Outdoor Play and Fitness Equipment Contribution”

means the sum of £446.00 (four hundred and forty-six pounds) per Dwelling where the total contribution shall be calculated in accordance with the following formula

$$D \times £446.00 = \text{£OPFEC Index Linked}$$

WHERE

D is the number of Dwellings to be provided pursuant to the Reserved Matters Approval

£OPFEC Index Linked is the Outdoor Play and Fitness Equipment Contribution (Index Linked) payable

“Outdoor Play and Fitness Equipment Facilities”

means the provision of increased capacity of play and outdoor fitness equipment pursuant to the adopted Open Spaces and Play Strategy 2018-2022

“Primary Education Contribution”

means the sum of £4,535.00 (four thousand five hundred and thirty-five pounds) per Applicable House

where the total contribution shall be calculated in accordance with the following formula

$$\text{AH} \times \text{£}4,535.00 = \text{£PEC Index Linked}$$

WHERE

AH is the number of Applicable Houses to be provided pursuant to the Reserved Matters Approval

£PEC Index Linked is the Primary Education Contribution (Index Linked) payable

“Primary Education Facilities”

means construction of a new 2FE Primary School to serve Iwade and North Sittingbourne (which for the avoidance of doubt may include professional and other fees and investigative works and studies reasonably incurred and/or undertaken by the County Council)

“Primary Land Contribution”

means the sum of £2,026.22 (two thousand and twenty-six pounds twenty-two pence) per Applicable House where the total contribution shall be calculated in accordance with the following formula

$$\text{AH} \times \text{£}2,026.22 = \text{£PLC Index Linked}$$

WHERE

AH is the number of Applicable Houses to be provided pursuant to the Reserved Matters Approval

£PLC Index Linked is the Primary Land Contribution (Index Linked) payable

“Primary Land”

means the land to be acquired to facilitate delivery of a new 2FE Primary School to serve Iwade and North

Sittingbourne

“Secondary Education Contribution”

means the sum of £4,687.00 (four thousand six hundred and eighty-seven pounds) per Applicable House where the total contribution shall be calculated in accordance with the following formula

$$\mathbf{AH \times \pounds 4,687.00 = \pounds SEC \text{ Index Linked}}$$

WHERE

AH is the number of Applicable Houses to be provided pursuant to the Reserved Matters Approval

£SEC Index Linked is the Secondary Education Contribution (Index Linked) payable

“Secondary Education Facilities”

means construction of a new Secondary School upon land off Quinton Road, NW Sittingbourne, Policy MU1 (which for the avoidance of doubt may include professional and other fees and investigative works and studies reasonably incurred and/or undertaken by the County Council)

“Secondary Land Contribution”

means the sum of £1,932.16 (one thousand nine hundred and thirty-two pounds sixteen pence) per Applicable House where the total contribution shall be calculated in accordance with the following formula

$$\mathbf{AH \times \pounds 1,932.16 = \pounds SLC \text{ Index Linked}}$$

WHERE

AH is the number of Applicable Houses to be provided pursuant to the Reserved Matters Approval

£SLC Index Linked is the Secondary Land Contribution (Index Linked) payable

“Secondary Land”

means the land to be acquired to facilitate delivery of

Phase 3 of the new Secondary School site upon land off
Quinton Road, NW Sittingbourne

**“Social Care
Contribution”**

means a contribution in the sum of £146.88 (one
hundred and forty-six pounds eighty-eight pence) per
Dwelling where the total contribution shall be calculated
in accordance with the following formula

$$D \times \text{£}146.88 = \text{£SCC Index Linked}$$

WHERE

D is the number of Dwellings to be provided pursuant to
the Reserved Matters Approval

£SCC Index Linked is the Social Care Contribution
(Index Linked) payable

“Social Care Facilities”

means the provision of specialist care accommodation
in the borough of Swale

“Waste Contribution”

means a contribution in the sum of £237.54 (two
hundred and thirty-seven pounds fifty-four pence) per
Dwelling where the total contribution shall be calculated
in accordance with the following formula

$$D \times \text{£}237.54 = \text{£WC Index Linked}$$

WHERE

D is the number of Dwellings to be provided pursuant to
the Reserved Matters Approval

£WC Index Linked is the Waste Contribution (Index
Linked) payable

“Waste Facilities”

Means the provision of additional capacity at the
Household Waste Recycling Centre and Waste Transfer
Station in Sittingbourne

“Wheelie Bin Contribution”

means a contribution in the sum of £105.20 (one hundred and five pounds twenty pence) per Dwelling where the total contribution shall be calculated in accordance with the following formula

$$D \times £105.20 = \text{£WBC Index Linked}$$

WHERE

D is the number of Dwellings to be provided pursuant to the Reserved Matters Approval

£WBC Index Linked is the Wheelie Bin Contribution (Index Linked) payable

“Wheelie Bin Provision”

means provision of a full set of refuse bins for each Dwelling consisting of:

- a) 1x 180 ltr refuse bin
- b) 1x 240 ltr recycling bin
- c) 1x 23ltr food waste bin, and
- d) 1x 5 ltr kitchen caddy

“Youth Services Contribution”

means a contribution in the sum of £65.50 (sixty-five pounds fifty pence) per Dwelling where the total contribution shall be calculated in accordance with the following formula

$$D \times £65.50 = \text{£YSC Index Linked}$$

WHERE

D is the number of Dwellings to be provided pursuant to the Reserved Matters Approval

£YSC Index Linked is the Youth Services Contribution (Index Linked) payable

“Youth Services

means the provision of additional youth services for the

Facilities”

Sittingbourne area

2. Community Learning Contribution

- 2.1. The Owner covenants that it shall pay to the Borough Council the Community Learning Contribution before Commencement of Development
- 2.2. The Owner covenants that it shall not Commence Development unless and until the Community Learning Contribution has been paid to the Borough Council
- 2.3. The Borough Council shall not transfer the Community Learning Contribution (or any part thereof) (together with any interest accrued thereon) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Community Learning Facilities
- 2.4. If the Borough Council are of the view that the Community Learning Contribution will not be spent in accordance with Paragraph 2.3 the Borough Council shall repay such of the Community Learning Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

3. Libraries Contribution

- 3.1. The Owner covenants that it shall pay to the Borough Council the Libraries Contribution before Commencement of Development
- 3.2. The Owner covenants that it shall not Commence Development unless and until the Libraries Contribution has been paid to the Borough Council
- 3.3. The Borough Council shall not transfer the Libraries Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Library Facilities
- 3.4. If the Borough Council are of the view that the Libraries Contribution will not be spent in accordance with Paragraph 3.3 the Borough Council shall repay such of the Libraries Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

4. NHS Healthcare Contribution

- 4.1. The Owner covenants that it shall pay to the Borough Council the NHS Healthcare Contribution before Commencement of Development
- 4.2. The Owner covenants that it shall not Commence Development unless and until the NHS Healthcare Contribution has been paid to the Borough Council
- 4.3. The Borough Council shall not transfer the NHS Healthcare Contribution (or any part thereof) to NHS Kent and Medway CCG unless the Borough Council is satisfied that NHS Kent and Medway CCG will spend the contribution on the NHS Healthcare Facilities
- 4.4. If the Borough Council are of the view that the NHS Healthcare Contribution will not be spent in accordance with Paragraph 4.3 the Borough Council shall repay such of the NHS Healthcare Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

5. Outdoor Play and Fitness Equipment Contribution

- 5.1. The Owner covenants that it shall pay to the Borough Council the Outdoor Play and Fitness Equipment Contribution before Commencement of Development
- 5.2. The Owner covenants that it shall not Commence Development unless and until the Outdoor Play and Fitness Equipment Contribution has been paid to the Borough Council
- 5.3. The Borough Council covenants with the Owner that it shall apply the Outdoor Play and Fitness Equipment Contribution as a contribution towards the Outdoor Play and Fitness Equipment Facilities or for such other purposes for the benefit of the Development as the Owner and the Borough Council may otherwise agree in writing and not to use the Outdoor Play and Fitness Equipment Contribution otherwise than for the purposes for which it was paid **PROVIDED THAT** for the avoidance of doubt the Borough Council shall be entitled to treat any accrued interest (if any) or any interest payable under Clause 20 as if it were part of the principal sum paid by the Owner
- 5.4. In the event that all or any part of the Outdoor Play and Fitness Equipment

Contribution remains unspent or has not been allocated or committed or used for the purpose for which it was paid within 10 years from the date of Practical Completion of the Development (as notified to the Borough Council by the Owner pursuant to Clause 11.1) and unless the Borough Council and the Owner agree otherwise the Borough Council covenants on written request from the person that made such payment to repay such sum or amount (or such part thereof) to the person who paid the contribution together with any accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administration expenses

6. Primary Education Contribution

6.1. The Owner covenants that it shall pay to the Borough Council the Primary Education Contribution before first Occupation of the Development

6.2. The Owner covenants that it shall not Occupy the Development unless and until the Primary Education Contribution has been paid to the Borough Council

6.3. The Borough Council shall not transfer the Primary Education Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Primary Education Facilities

6.4. If the Borough Council are of the view that the Primary Education Contribution will not be spent in accordance with Paragraph 6.3 the Borough Council shall repay such of the Primary Education Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

7. Primary Land Contribution

7.1. The Owner covenants that it shall pay to the Borough Council the Primary Land Contribution before Commencement of Development

7.2. The Owner covenants that it shall not Commence Development unless and until the Primary Land Contribution has been paid to the Borough Council

7.3. The Borough Council shall not transfer the Primary Land Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Primary Land

7.4. If the Borough Council are of the view that the Primary Land Contribution will not be

spent in accordance with Paragraph 7.3 the Borough Council shall repay such of the Primary Land Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

8. Secondary Education Contribution

- 8.1. The Owner covenants that it shall pay to the Borough Council the Secondary Education Contribution before first Occupation of the Development
- 8.2. The Owner covenants that it shall not Occupy the Development unless and until the Secondary Education Contribution has been paid to the Borough Council
- 8.3. The Borough Council shall not transfer the Secondary Education Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Secondary Education Facilities
- 8.4. If the Borough Council are of the view that the Secondary Education Contribution will not be spent in accordance with Paragraph 8.3 the Borough Council shall repay such of the Secondary Education Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

9. Secondary Land Contribution

- 9.1. The Owner covenants that it shall pay to the Borough Council the Secondary Land Contribution before Commencement of Development
- 9.2. The Owner covenants that it shall not Commence Development unless and until the Secondary Land Contribution has been paid to the Borough Council
- 9.3. The Borough Council shall not transfer the Secondary Land Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Secondary Land
- 9.4. If the Borough Council are of the view that the Secondary Land Contribution will not be spent in accordance with Paragraph 9.3 the Borough Council shall repay such of the Secondary Land Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

10. Social Care Contribution

- 10.1. The Owner covenants that it shall pay to the Borough Council the Social Care Contribution before Commencement of Development
- 10.2. The Owner covenants that it shall not Commence Development unless and until the Social Care Contribution has been paid to the Borough Council
- 10.3. The Borough Council shall not transfer the Social Care Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Social Care Facilities
- 10.4. If the Borough Council are of the view that the Social Care Contribution will not be spent in accordance with Paragraph 10.3 the Borough Council shall repay such of the Social Care Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

11. Waste Contribution

- 11.1. The Owner covenants that it shall pay to the Borough Council the Waste Contribution before Commencement of Development
- 11.2. The Owner covenants that it shall not Commence Development unless and until the Waste Contribution has been paid to the Borough Council
- 11.3. The Borough Council shall not transfer the Waste Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Waste Facilities
- 11.4. If the Borough Council are of the view that the Waste Contribution will not be spent in accordance with Paragraph 11.3 the Borough Council shall repay such of the Waste Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

12. Wheelie Bin Contribution

- 12.1. The Owner covenants that it shall pay to the Borough Council the Wheelie Bin Contribution before Commencement of Development

- 12.2. The Owner covenants that it shall not Commence Development unless and until the Wheelie Bin Contribution has been paid to the Borough Council
- 12.3. The Borough Council covenants with the Owner that it shall apply the Wheelie Bin Contribution for the Wheelie Bin Provision or for such other purposes for the benefit of the Development as achieve the same objectives and not to use the Wheelie Bin Contribution otherwise than for such purposes **PROVIDED THAT** for the avoidance of doubt the Borough Council shall be entitled to treat any accrued interest (if any) or any interest payable under Clause 20 as if it were part of the principal sum paid by the Owner
- 12.4. In the event that all or any part of the Wheelie Bin Contribution remains unspent or has not been allocated or committed or used for the purpose for which it was paid within 10 years from the date of Practical Completion of the Development (as notified to the Borough Council by the Owner pursuant to Clause 11.1) and unless the Borough Council and the Owner agree otherwise the Borough Council covenants on written request from the person that made such payment to repay such sum or amount (or such part thereof) to the person who paid the contribution together with any accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administration expenses

13. Youth Services Contribution

- 13.1. The Owner covenants that it shall pay to the Borough Council the Youth Services Contribution before Commencement of Development
- 13.2. The Owner covenants that it shall not Commence Development unless and until the Youth Services Contribution has been paid to the Borough Council
- 13.3. The Borough Council shall not transfer the Youth Services Contribution (or any part thereof) to the County Council unless the Borough Council is satisfied that the County Council will spend the contribution on the Youth Services Facilities
- 13.4. If the Borough Council are of the view that the Youth Services Contribution will not be spent in accordance with Paragraph 13.3 the Borough Council shall repay such of the Youth Services Contribution as the Borough Council is holding to the person who paid the contribution with accrued interest (if any) but less any tax that may be payable thereon and the Borough Council's administrative expenses

SCHEDULE 4 : AFFORDABLE HOUSING

1. Interpretation of this Schedule

1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 and Paragraph 1.1 of the other relevant Schedules

"Affordable Dwellings " means 2 (two) Dwellings together with associated vehicle and cycle parking to be provided by the Owner on the Land which shall be Affordable Rented Units and which are to be transferred to a Registered Provider for housing persons in Housing Need in accordance with the provisions of this Schedule

"Affordable Housing" means the Affordable Dwellings to be provided within the Development which are available to persons in Housing Need and which are to be made permanently available to such persons nominated by the Borough Council

"Affordable Housing Land" means those plots on the Land approved by the Borough Council pursuant to the Affordable Housing Scheme for the location of the Affordable Housing on which the Affordable Dwellings will be constructed and provided in accordance with the obligations set out in this Deed

"Affordable Housing Scheme" means a scheme for the provision of the Affordable Dwellings to be provided by the Owner which scheme shall (as a minimum) provide

- a plan showing the location of the Affordable Dwellings on the Land
- the type and size of Dwelling to be provided as the Affordable Dwelling

AND such other matters as the Borough Council may

require

"Affordable Rent"

means chargeable rent that is subject to the HE's Rent Standard (April 2015) as expanded on by the Rent Standard Guidance (April 2015) as such document and/or associated guidance may be amended updated or replaced from time to time and is required is required to be offered to eligible householders in Housing Need at an open market rental level which does not exceed 80% of gross local market rent (inclusive of service charges) for an equivalent property of that size and location or the applicable Local Housing Allowance rate for the Council (whichever is the lower)

"Affordable Rented Units"

means the Affordable Dwellings that will be let to persons in Housing Need at an Affordable Rent in accordance with the HEs Tenancy Standard (April 2012) as may be amended updated or replaced from time to time

"Allocations Scheme"

means the Borough Council's published scheme of allocations presently contained in the Borough Council's document entitled "Housing Allocations Policy 2013") or any amendment update or variation thereto or any subsequent replacement thereof

"Charge"

means a mortgage charge or other security or loan documentation granting a security interest in the Relevant Affordable Housing (or any number of them) in favour of the Chargee

"Chargee"

means any body or person holding a Charge in the Relevant Affordable Housing (or any number of them) or any persons or bodies deriving title through such person including a Receiver

"Deed of Nomination"

means the Deed agreed between the Borough Council and the Registered Provider in relation to the

"Rights"	nomination rights in respect of the Affordable Dwellings
"HE"	means the body known as the Homes England (or any successor body to its functions) within the meaning of Part I of the Housing and Regeneration Act 2008 that funds new affordable homes and regulates Registered Providers in England
"HE"	consists of the counties of Buckinghamshire Cambridgeshire East Sussex Essex Hertfordshire Kent Norfolk Suffolk Surrey and West Sussex and the unitary authorities of Brighton and Hove Medway Towns Peterborough Southend-on-Sea and Thurrock but shall not include Greater London
"Housing Need"	means the requirement by a person for social housing allocation in accordance with the Borough Council's Allocations Scheme
"Local Housing Allowance"	means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department of Works and Pensions or such similar framework that may replace it
"Neighbouring Councils"	means Councils who share the same housing market within the Borough Council's Strategic Housing Market Assessment
"Part M4(2)"	means Part M4(2) Category 2: Accessible and adaptable dwellings of Schedule 1 to the Building Regulations 2010 as supported by "Approved Document M: Access to and use of buildings, volume 1: Dwellings" as such approved document may be amended updated or replaced from time to time or such other equivalent standard as approved by the

Council

“Receiver” means any receiver (including an administrative receiver) and manager appointed by the Chargee or any other person appointed under the Charge to enable the Chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a “Receiver”)

“Registered Provider” means either one or a combination of

- a) a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 (including its successors and assigns from time to time) as nominated by the Council from the Council’s approved list (as maybe amended from time to time) or another registered provider of social housing as maybe proposed by the Head of Regeneration & Economic Development and approved by the Council OR
- b) an unregistered provider of social housing approved by the Council or such other body or organisation approved by the Council whose main object is the provision of Affordable Housing Units

“Strategic Housing and Health Manager” means the Borough Council’s Strategic Housing and Health Manager or such other officer as may be lawfully designated by the Borough Council for the purposes of discharging his duties and functions

2. General Provisions

2.1. The Owner covenants that prior to Commencement of Development the Owner shall submit to the Council for its approval the Affordable Housing Scheme and the Owner shall not Commence Development unless and until the Borough Council has approved the Affordable Housing Scheme

2.2. The Owner covenants that it shall construct and deliver the Affordable Dwellings on

the Affordable Housing Land in accordance with the Affordable Housing Scheme and the other provisions of this Schedule

- 2.3. The Owner covenants that the Affordable Dwellings shall be constructed by the Owner in accordance with Part M4(2)
- 2.4. The Owner covenants that the Affordable Dwellings shall be Practically Completed within 24 calendar months of the date of Commencement of the Development
- 2.5. The Owner covenants that the Affordable Dwellings shall not be Occupied or used for any other purpose other than as Affordable Housing unless otherwise agreed by the Borough Council
- 2.6. The Owner covenants that the Affordable Dwellings shall not be Occupied other than by persons who are in Housing Need

3. Transfer of the Affordable Dwellings

- 3.1. Prior to Commencement of Development the Owner covenants that it shall have secured the exchange of contracts of the Affordable Dwellings to a Registered Provider and shall provide to the Borough Council sufficient evidence as the Borough Council shall require to show that this Paragraph has been complied with and the Owner covenants that it shall not Commence Development unless and until the provisions of this Paragraph have been complied with
- 3.2. Prior to Occupation of any Open Market Housing Units the Owner shall ensure that
 - 3.2.1. all of the Affordable Dwellings have been constructed on the Land and Practically Completed in accordance with the Planning Permission and covenants and obligations in this Schedule (a copy of the Certificate of Practical Completion shall be provided to the Strategic Housing and Health Manager with a copy to the Section 106 Monitoring Officer) and
 - 3.2.2. a freehold interest or a leasehold interest of at least 125 years on a full repairing and insuring basis of each of the Affordable Dwellings has been transferred or granted to the Registered Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for the Affordable Dwellings
 - 3.2.3. the Owner has granted (or if the Owner is not a Registered Provider shall

ensure that the Registered Provider shall grant) to the Borough Council the exclusive right to nominate suitable households in Housing Need to the Affordable Dwellings in accordance with the Borough Council's published Allocations Scheme and the provisions of this Deed and on the terms set out in the Deed of Nomination Rights

AND the Owner covenants that no Open Market Dwellings shall be Occupied unless and until the provisions of this Paragraph 3.2 have been complied with

- 3.3. The Owner covenants that it shall provide evidence of the transfer of the freehold or leasehold interest of the Affordable Dwellings referred to in Paragraph 3.2.2 of this Schedule to the Strategic Housing and Health Manager within 5 Working Days of completion of the transfer
- 3.4. The Owner covenants that it shall ensure that the price to be paid for the Affordable Rented Units by the Registered Provider (or the Borough Council as the case may be) shall be at a level that allows the Affordable Rented Units to be paid for through rents to be charged as Affordable Rent
- 3.5. Unless otherwise agreed by the Borough Council or directed by HE any proceeds derived from the right to buy or right to acquire an Affordable Housing Rental Unit shall be used by the Registered Provider to re-invest in affordable housing within (in order of priority)
 - 3.5.1. the local authority district of Swale
 - 3.5.2. then Neighbouring Councils
 - 3.5.3. then the County of Kent and
 - 3.5.4. then the HE's East and South East Operating Area (but excluding the County of Kent)

with priority given to the provision of new dwellings for Affordable Rent

4. Miscellaneous Provisions

- 4.1. The Owner covenants that prior to Practical Completion of the Affordable Dwellings
 - 4.1.1. all public highways (if any) and public sewerage and drainage serving the

Affordable Dwellings shall be in place and shall meet all statutory requirements for such public sewerage and drainage including any build over consents or agreements that might be required

- 4.1.2. all private roads footways and footpaths (if any) serving the Affordable Dwellings shall be in place and constructed to an adoptable standard
- 4.1.3. all private sewage and drainage pipes channels and gutters and all mains water gas and electricity pipes and cables serving the Affordable Dwellings shall be constructed laid connected operational and serviceable

5. Exclusions

- 5.1. The obligations contained in this Schedule shall not be binding upon nor enforceable against

- 5.1.1 the Chargee of the Registered Provider who is proposing to exercise its power of sale or otherwise dispose of the Relevant Affordable Housing
PROVIDED THAT

- 5.1.1.1 the Chargee shall have first provided evidence to the Head of Planning Services and the Head of Legal Partnership (Mid Kent Legal Services) of its entitlement to enforce its Charge in respect of the Affordable Dwellings and shall evidence the valid appointment of Receiver(s) as appropriate and

- 5.1.1.2 the Chargee identifies and provides to the Head of Planning Services and the Head of Legal Partnership (Mid Kent Legal Services) the associated official copies of the title registers (and plan) for the Affordable Dwellings and

- 5.1.1.3 such Chargee shall first give notice to the Head of Planning Services and the Head of Legal Partnership (Mid Kent Legal Services) of its intention to enforce its Charge and dispose of the Affordable Dwellings pursuant to the Charge and shall have used reasonable endeavours over a period of three months from the date of the notice to secure the disposal of the Affordable Dwellings to another Registered Provider or to the Borough Council for a consideration not less than the amount due and outstanding to a Chargee pursuant to the terms of the Charge including all accrued principal monies

interest and reasonable costs and expenses properly incurred pursuant to the Charge and

5.1.1.4 if such disposal has not been secured within the three month period from the date of the notification in Paragraph 5.1.1.3 the Chargee shall be entitled to dispose of the Affordable Dwellings free from the provisions of this Schedule which provisions shall determine absolutely **BUT FOR THE AVOIDANCE OF DOUBT** all other obligations contained in this Deed shall continue to apply

5.1.2 a tenant of an Affordable Rented Unit who has exercised a statutory right to acquire

5.1.3 a tenant of an Affordable Rented Unit who has exercised a statutory right to buy

5.1.4 any successor in title of any persons detailed in Sub-Paragraphs 5.1.2 and 5.1.3 above or their mortgagee or chargee

SCHEDULE 5 : SPECIAL PROTECTION AREA

1. Interpretation of this Schedule

- 1.1. Unless the context otherwise requires where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by Clause 1.1 and Paragraph 1.1 of the other Schedules

“Dwelling” for the purposes of this Schedule means any additional residential unit to be erected on the Land pursuant to the Planning Permission (and approved pursuant to the Reserved Matters Approval) including for the avoidance of doubt the Open Market Dwellings and Affordable Dwellings

“Natural England” means the executive non-departmental public body established pursuant to the Natural Environment and Rural Communities Act 2006 who is responsible for ensuring that the natural environment is conserved enhanced and managed for the benefit of present and future generations or any successor body that replaces it

“SAMMS” means the ‘Thames, Medway & Swale Estuaries – Strategic Access Management and Monitoring Strategy’ produced by Footprint Ecology dated 22 July 2014 (or any modification or amendment thereto or replacement thereof as approved by the Borough Council)

“SPA Mitigation Contribution” means the sum of £250.39 (two hundred and fifty pounds thirty-nine pence) per Dwelling where the total contribution shall be calculated in accordance with the following formula

$$D \times £250.39 = \text{£SPA Index Linked}$$

WHERE

D is the number of Dwellings to be provided pursuant to

the Reserved Matters Approval

£SPA Index Linked is the SPA Mitigation Contribution payable

“SPA Mitigation Measures”

means the strategic mitigation measures employed pursuant to the SAMMS to avoid adverse effects on the Special Protection Area comprising (but not limited to) some or all of the following elements

- provision of wardens
- visitor access management
- infrastructure works including site protection
- habitat improvements and/or management
- education
- enforcement
- codes of conduct
- interpretation and signage
- dog project – to include education and involvement of dog owners
- monitoring of birds and visitors and the effectiveness of mitigation measures
- provision of alternative natural greenspace sites

or such other mitigation measures as may be required by Natural England

“Special Protection Area”

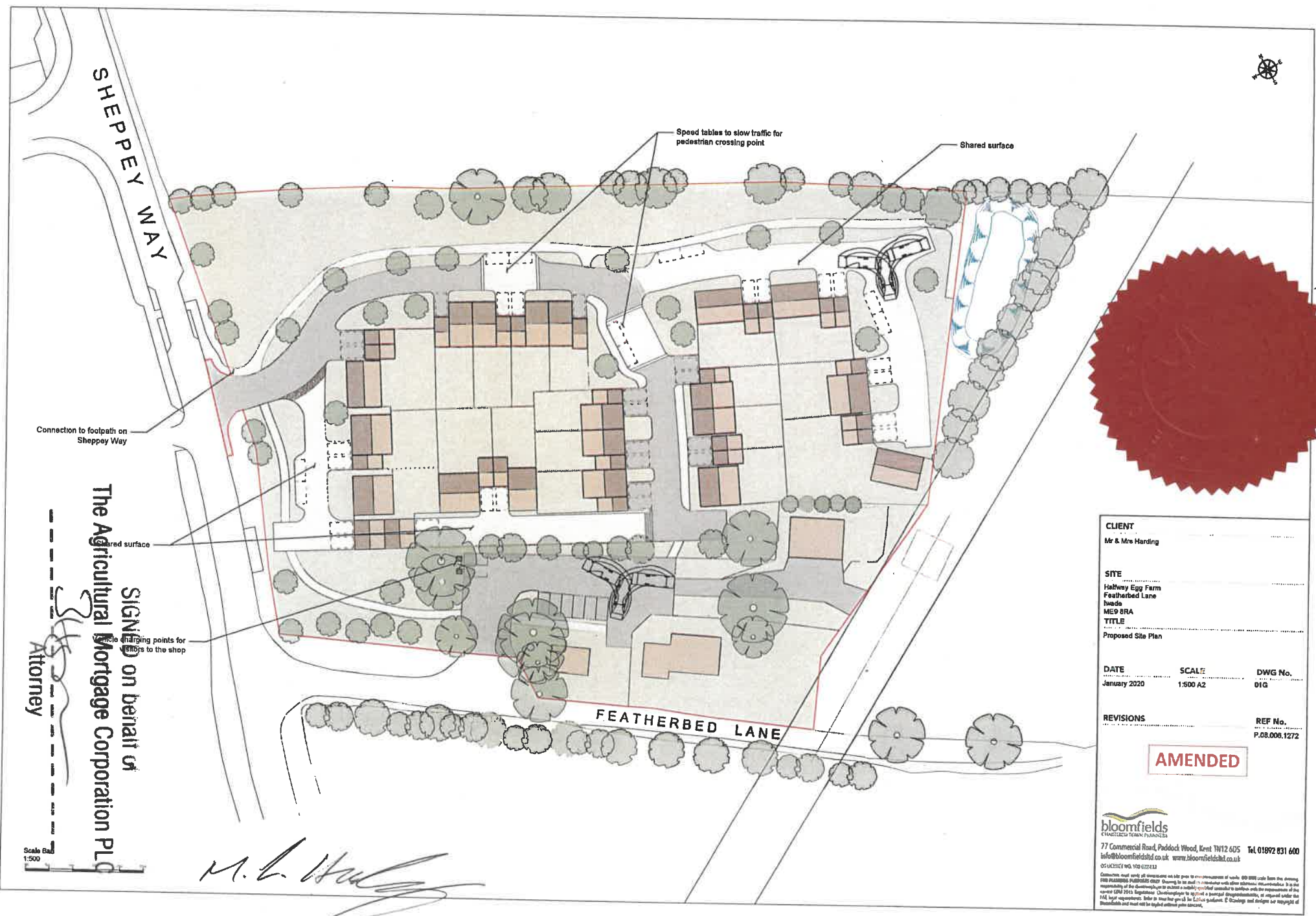
means the protected habitat sites identified in the SAMMS (and the acronym “SPA” shall be construed accordingly)

2. SPA Mitigation Contribution

- 2.1. The Owner covenants that it shall pay to the Borough Council the SPA Mitigation Contribution before Commencement
- 2.2. The Owner shall not Commence Development unless and until it has paid to the Borough Council the SPA Mitigation Contribution
- 2.3. Following Commencement of Development the Owner shall not seek repayment of the SPA Mitigation Contribution or any part thereof
- 2.4. The Borough Council agrees that it shall apply the SPA Mitigation Contribution towards the cost of SPA Mitigation Measures

APPENDIX 1 : PLAN

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SHEPPEY WAY

Speed tables to slow traffic for pedestrian crossing point

Shared surface

Connection to footpath on Sheppey Way

The Agricultural Mortgage Corporation PLC


SIGNED on behalf of

Attorney

FEATHERBED LANE



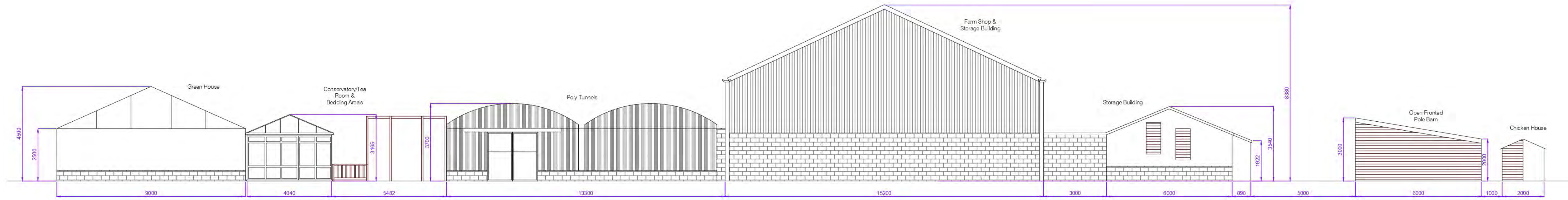
16/1/21

CLIENT		
Mr & Mrs Harding		
SITE		
Halfway Egg Farm Featherbed Lane Wade ME9 6RA		
TITLE		
Proposed Site Plan		
DATE	SCALE	DWG No.
January 2020	1:500 A2	01G
REVISIONS		REF No.
		P.08.008.1272
AMENDED		
 77 Commercial Road, Puddock Wood, Kew, TW12 6DS Tel: 01892 831 600 info@bloomfieldsld.co.uk www.bloomfieldsld.co.uk 0243825110, 1024382511		

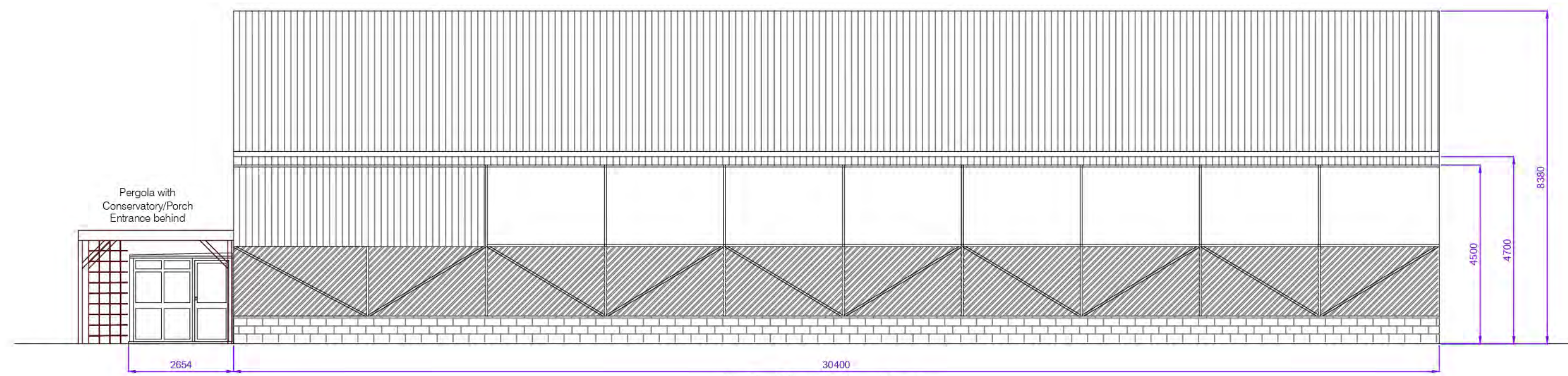
M. L. Harding

Scale 1:500

Client must verify all dimensions on site prior to construction of works. 500 000 scale has been shown. All dimensions shall be given in metres to the nearest millimetre. It is the responsibility of the client to ensure a suitable ground condition to surface with the requirement of the current L240 2016 legislation. Client/contractor to appoint a qualified geotechnical, as required under the UK legal requirements. Refer to the site plan for further information. © Drawing and design for copyright of Bloomfields and must not be copied without prior consent.



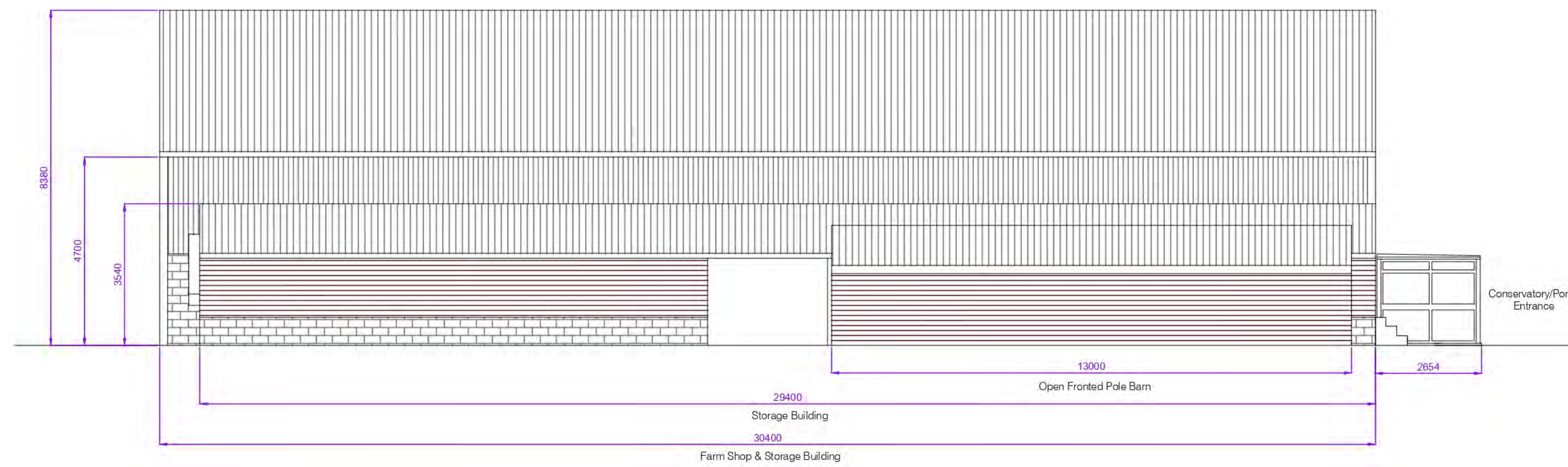
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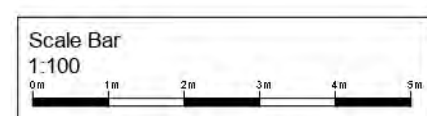
East Elevation -



South Elevation -



West Elevation -



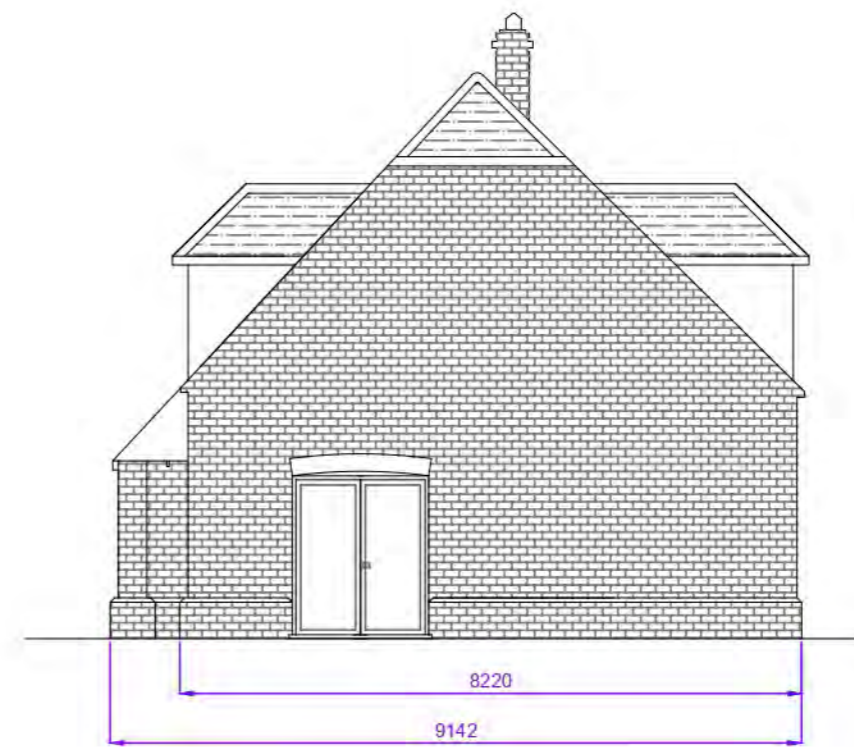
CLIENT	Mr Harding
JOB	Halfway Egg Farm Featherbed Road Iwade Kent ME9 8RA
TITLE	External Elevations of Existing Farm Shop, Garden Centre & Buildings
DATE	21st January 19
SCALE	1:100@A1
DWG NO.	13
REVISIONS	
REF NO.	A

77 Commercial Road
 Fiddlers Wood, Essex S12 6JG
 T 01892 831400 F 01892 834700
 info@lambertandfoster.co.uk
 www.bloomfields.co.uk
 0206 000 0000

CHARTERED TOWN PLANNERS



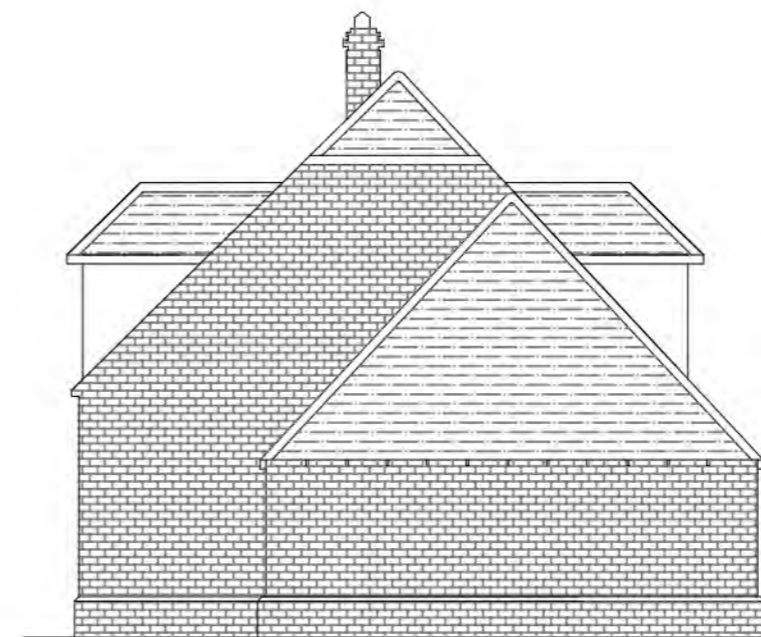
North Elevation



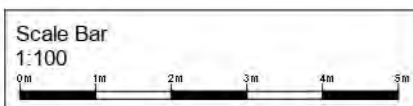
East Elevation



South Elevation



West Elevation



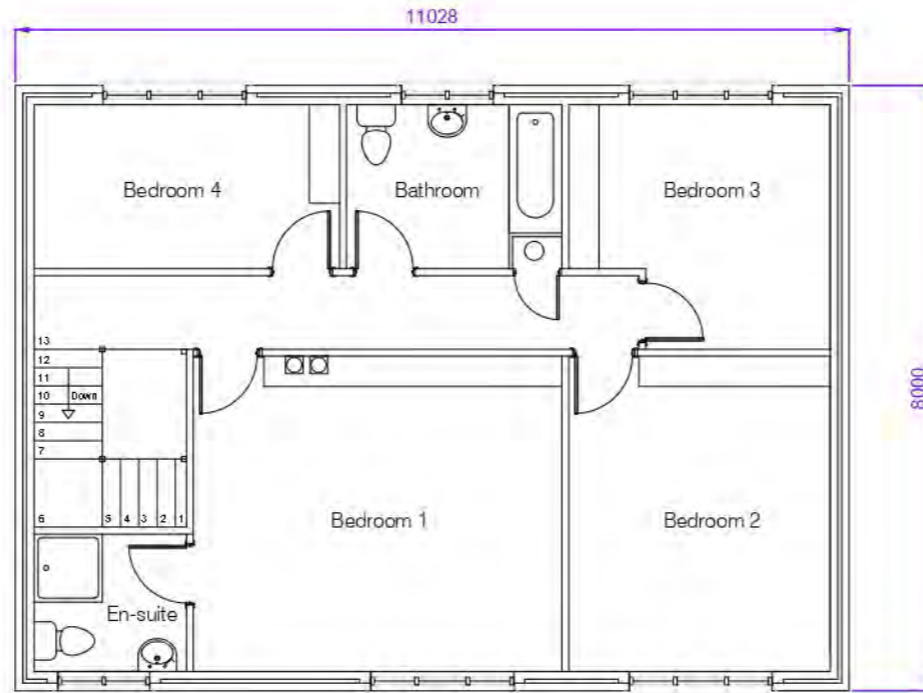
CLIENT	Mr Harding	
JOB	Halfway Egg Farm Featherbed Road Iwade Kent ME9 8RA	
TITLE	External Elevations Existing House	
DATE	SCALE	DWG NO.
21st January 19	1:100@A3	11
REVISIONS	REF NO.	
	A	

ASSOCIATION WITH
Lambert & Foster

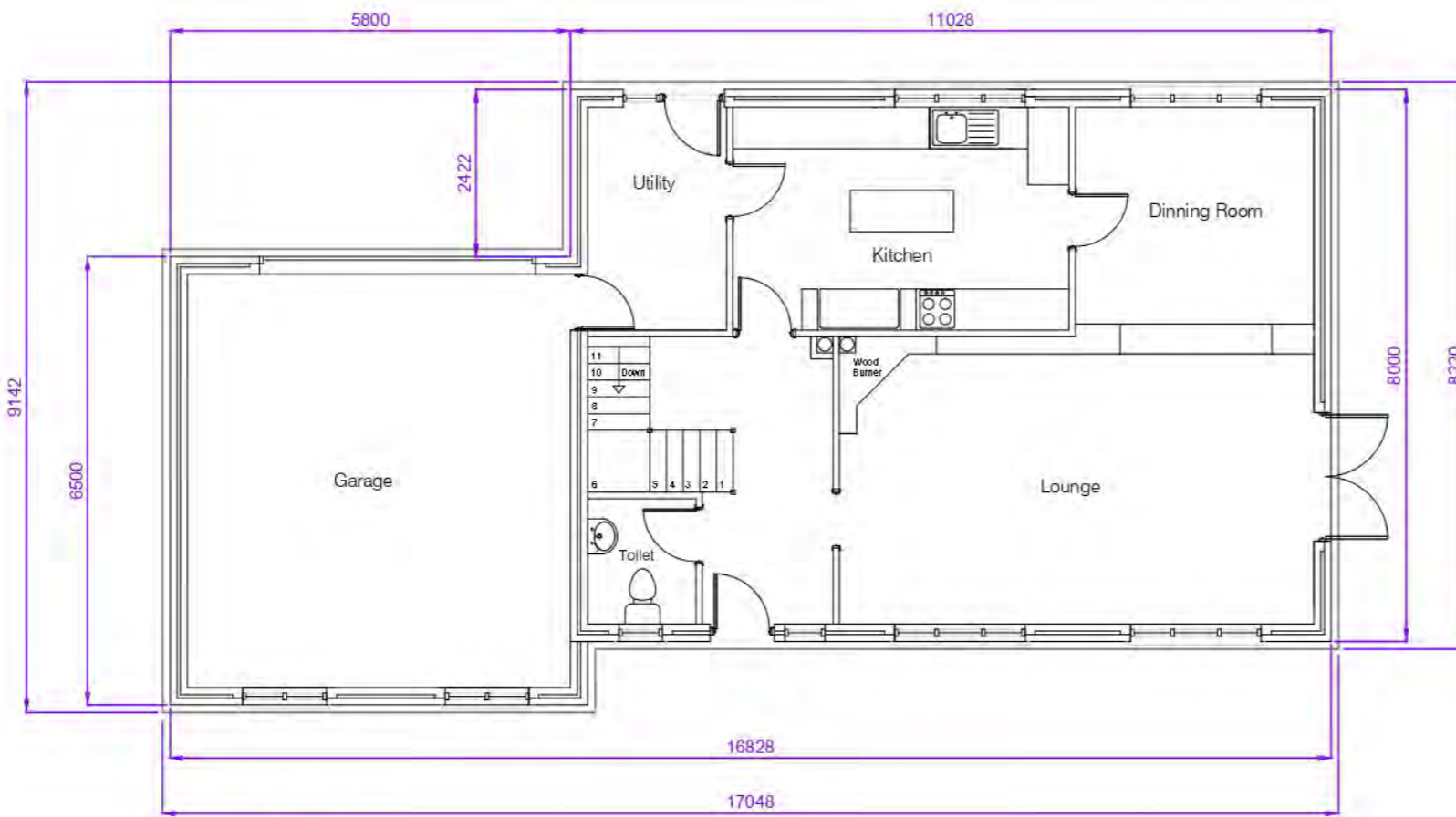
77 Commercial Road
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www.bloomfields.co.uk
OS Licence No. 100003895

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CHARTERED TOWN PLANNERS

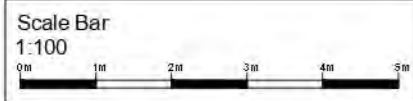
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First Floor Plan



Ground Floor Plan



CLIENT

Mr Harding

JOB

Halfway Egg Farm
Featherbed Road
Iwade Kent ME9 8RA

TITLE

Floor Plans of
Existing House

DATE

21st January 19

SCALE

1:100@A3

DWG NO.

10

REVISIONS

REF NO.

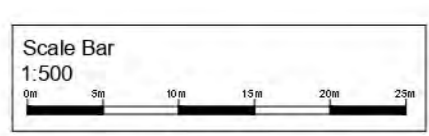
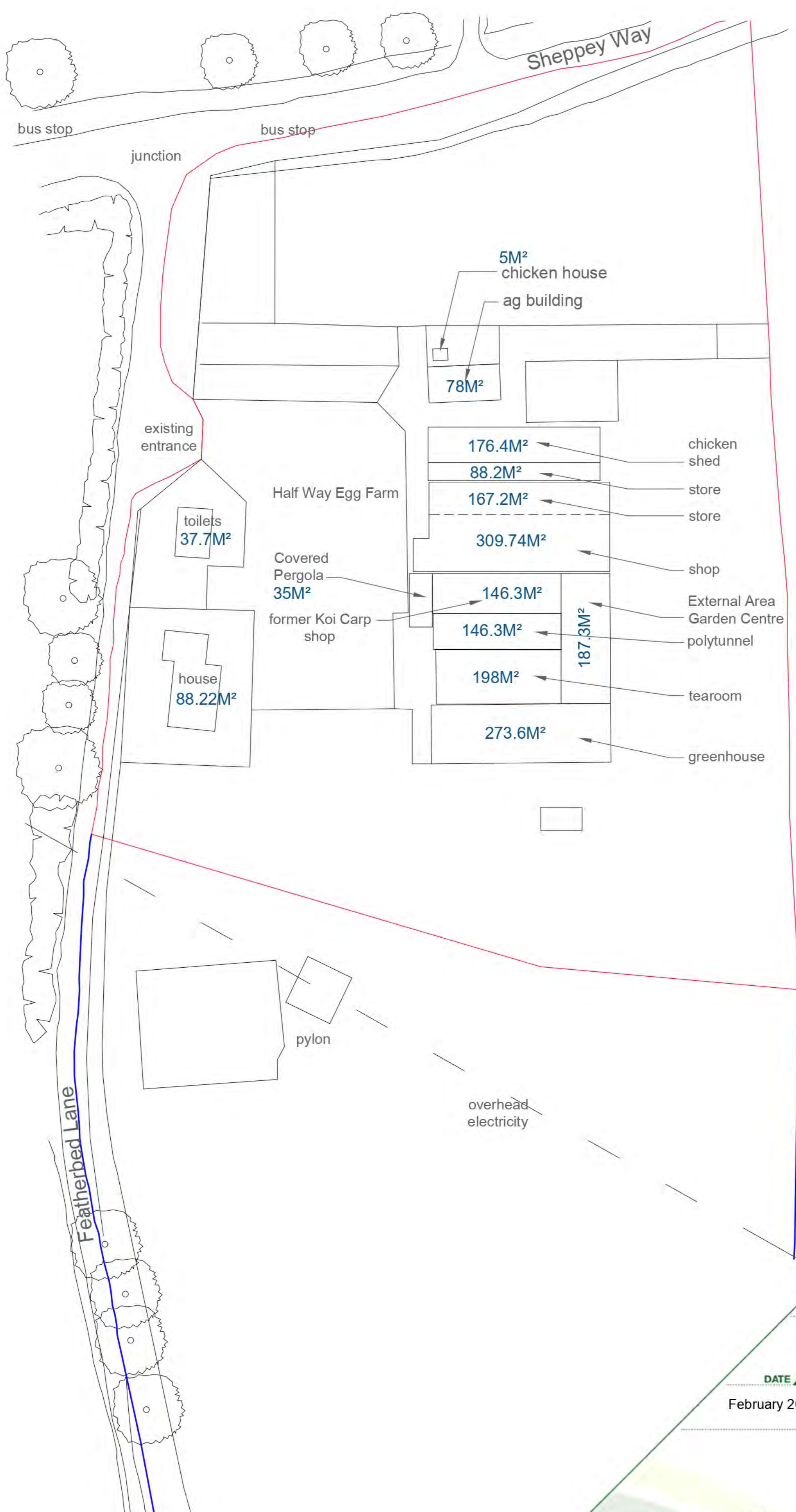
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CLIENT

Mr & Mrs
Harding

JOB

Halfway Egg Farm,
Featherbed Lane, Iwade.

Residential Development

TITLE

Existing Site Plan

DATE

February 2019

SCALE

1:500 A2

DWG NO.

02a

REVISIONS

B

REF NO.



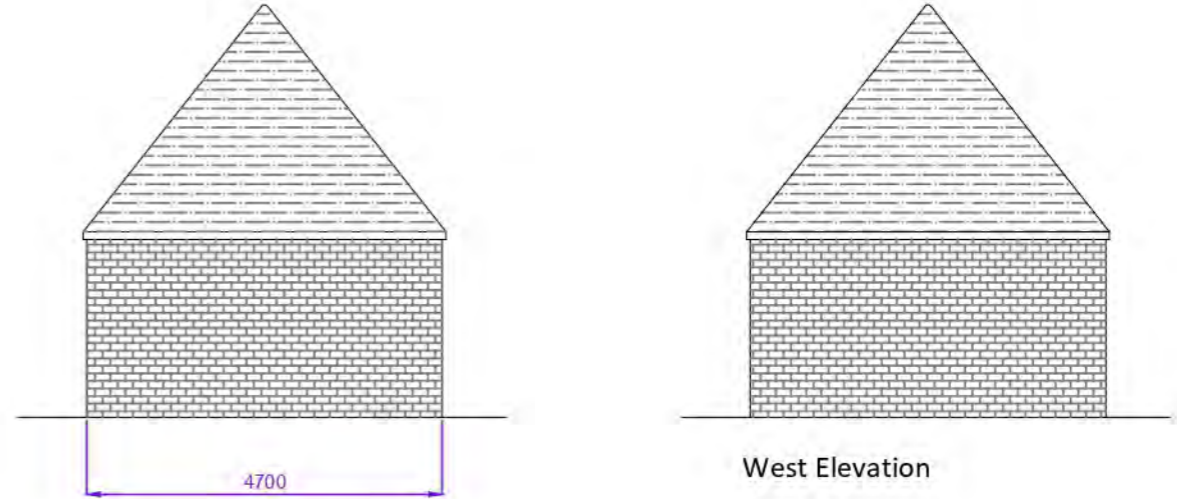
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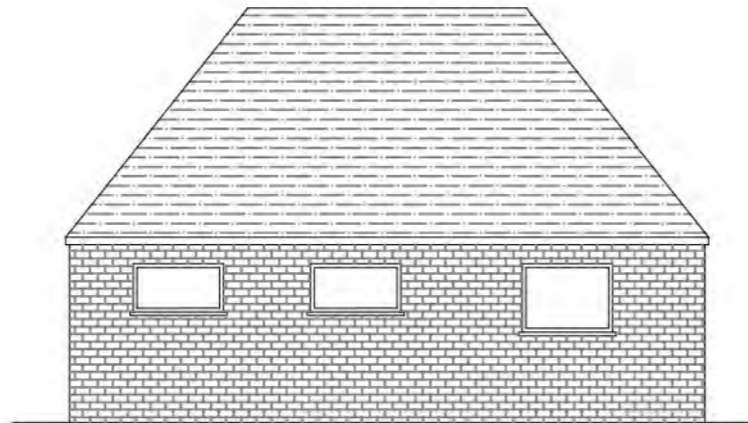


North Elevation

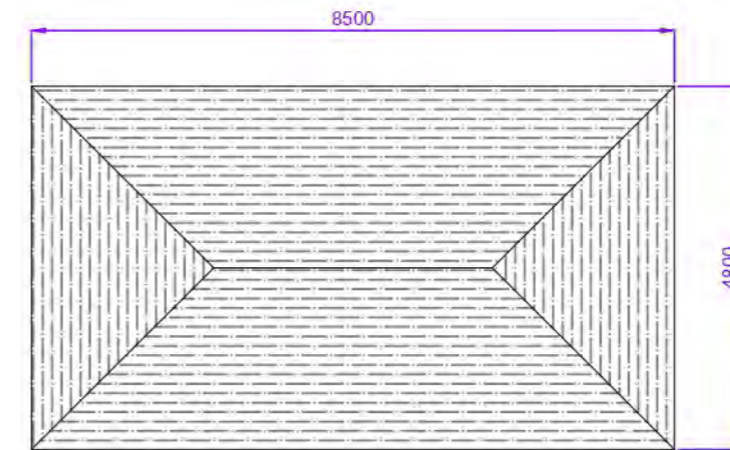


East Elevation

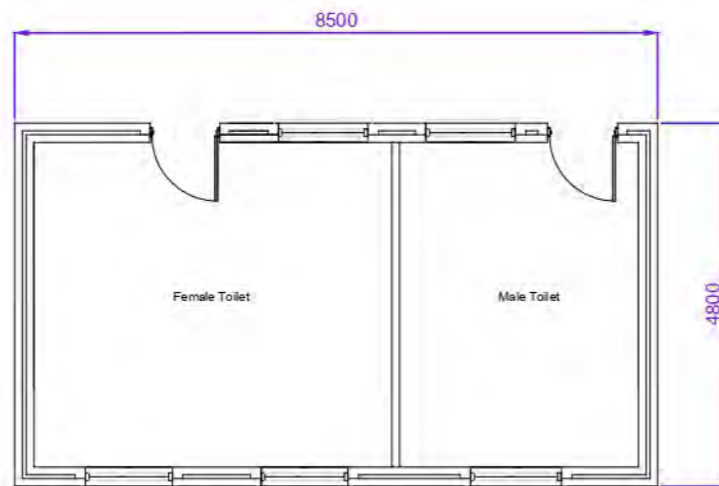
West Elevation



South Elevation

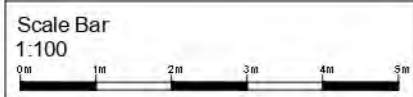


Roof Plan



Plan View

AMENDED



CLIENT

Mr Harding

JOB

Halfway Egg Farm
Featherbed Road
Iwade Kent ME9 8RA

TITLE

External Elevations
Existing Toilet Block

DATE SCALE DWG NO.

21st January 19 1:100@A3 12

REVISIONS REF NO.

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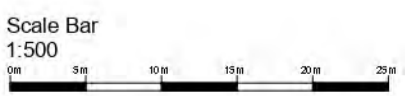
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SHEPPEY WAY

FEATHERBED LANE

----- Pedestrian Route



CLIENT		
Mr & Mrs Harding		
SITE		
Halfway Egg Farm Featherbed Lane Iwade ME9 8RA		
TITLE		
Proposed Pedestrian Path		
DATE	SCALE	DWG No.
January 2020	1:500 A2	03
REVISIONS		REF No.
		P.08.006.1272

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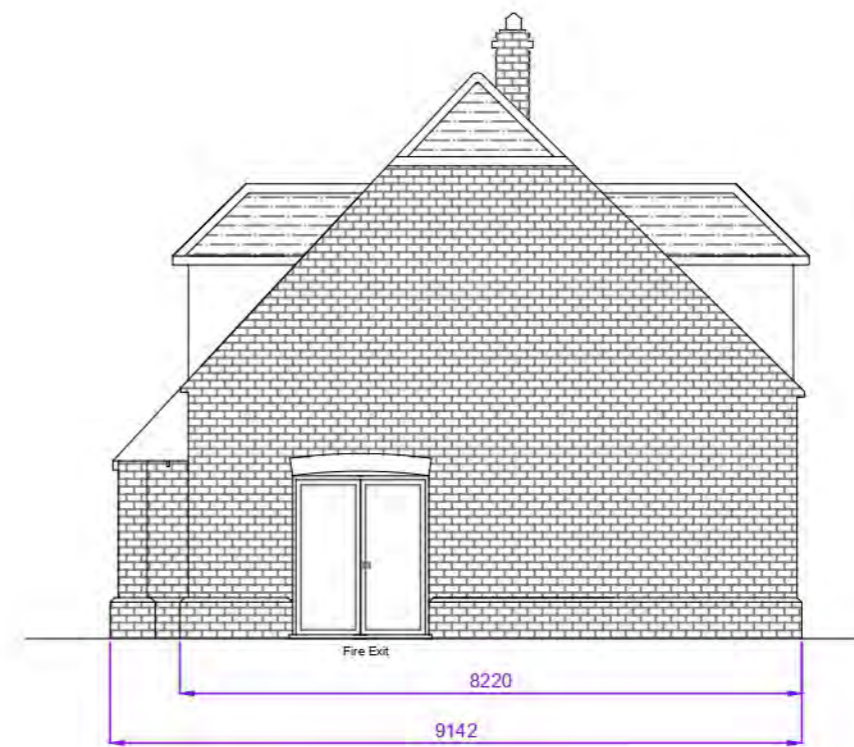
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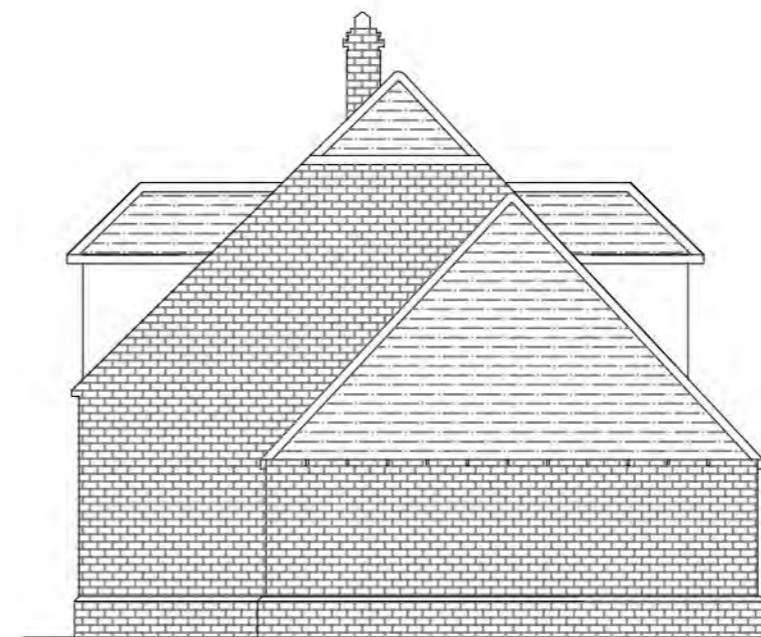
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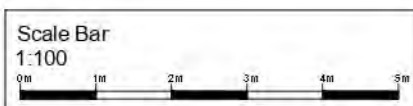
East Elevation



South Elevation



West Elevation



CLIENT

Mr Harding

JOB

Halfway Egg Farm
Featherbed Road
Iwade Kent ME9 8RA

TITLE

Proposed External Elevations
Shop, Office & Store

DATE

7th February 19

SCALE

1:100@A3

DWG NO.

15

REVISIONS

REF NO.

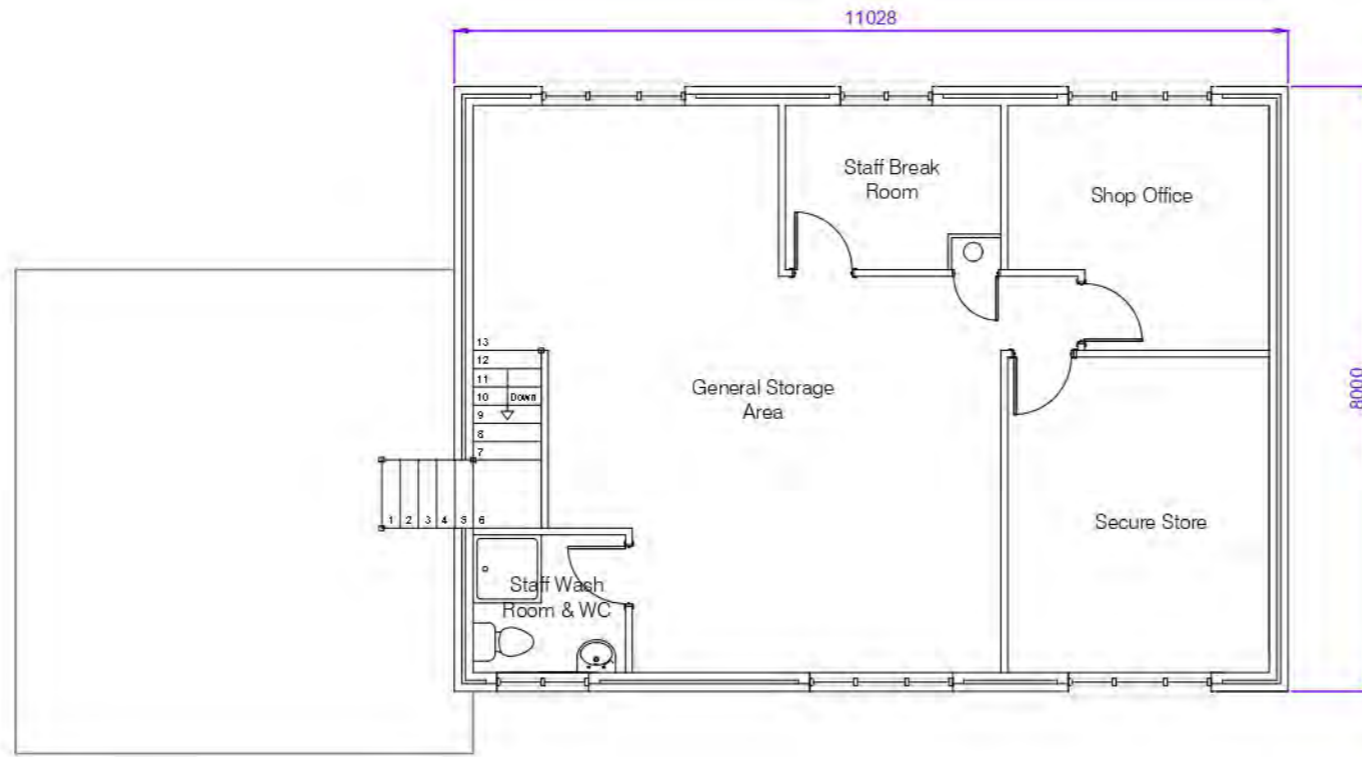
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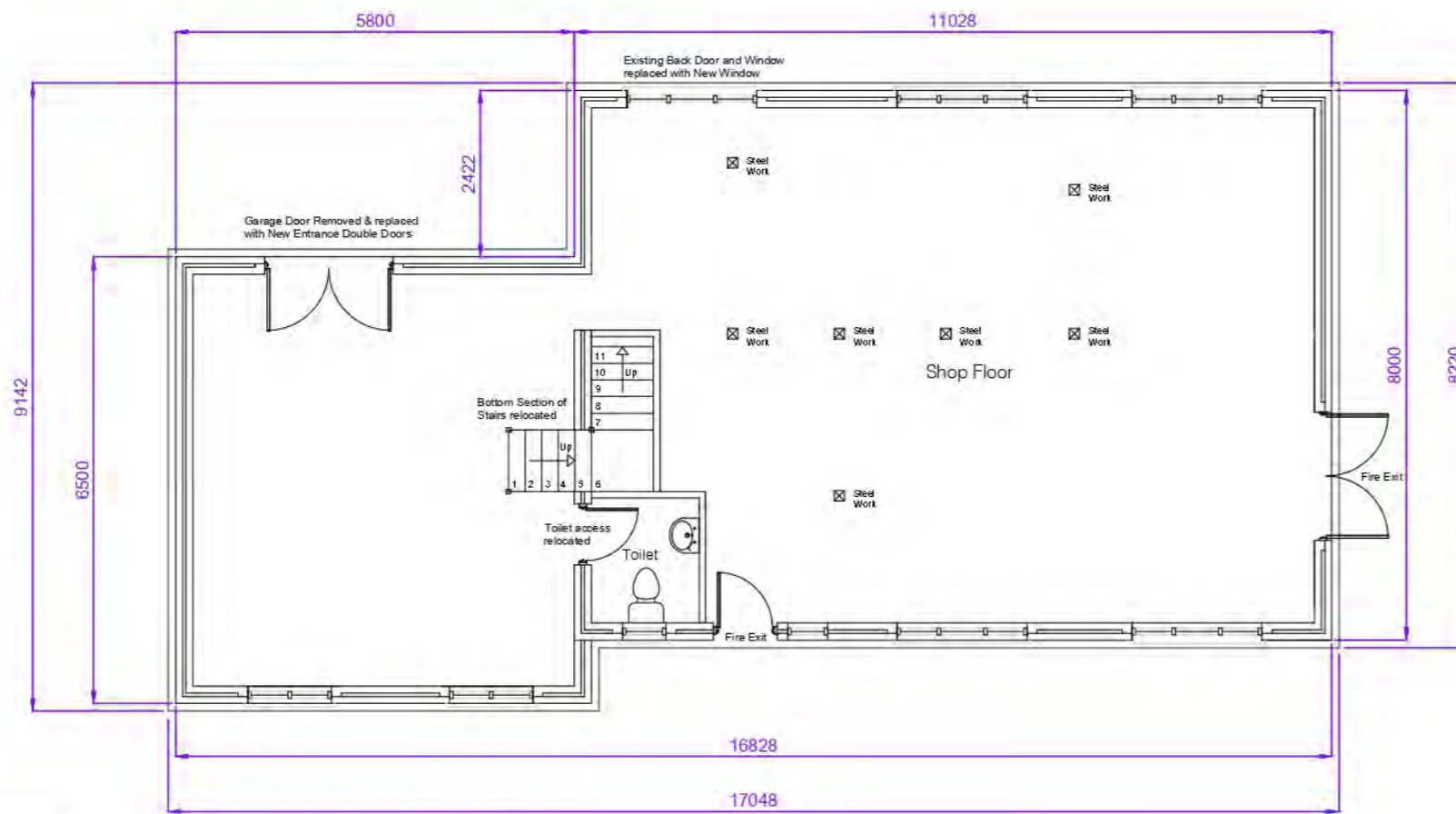
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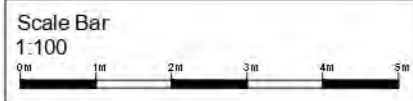
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Proposed First Floor Plan



Proposed Ground Floor Plan



CLIENT

Mr Harding

JOB

Halfway Egg Farm
Featherbed Road
Iwade Kent ME9 8RA

TITLE

Proposed Shop,
Office and Stores

DATE

7th February 19

SCALE

1:100@A3

DWG NO.

14

REVISIONS

REF NO.

B



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Connection to footpath on Sheppey Way

Shared surface

Vehicle charging points for visitors to the shop

Speed tables to slow traffic for pedestrian crossing point

Shared surface

FEATHERBED LANE

SHEPPEY WAY

CLIENT

Mr & Mrs Harding

SITE

Halfway Egg Farm
Featherbed Lane
Iwade
ME9 8RA

TITLE

Proposed Site Plan

DATE **SCALE** **DWG No.**

January 2020 1:500 A2 01G

REVISIONS **REF No.**

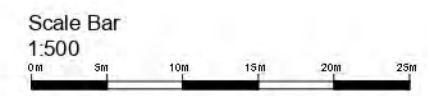
 P.08.006.1272

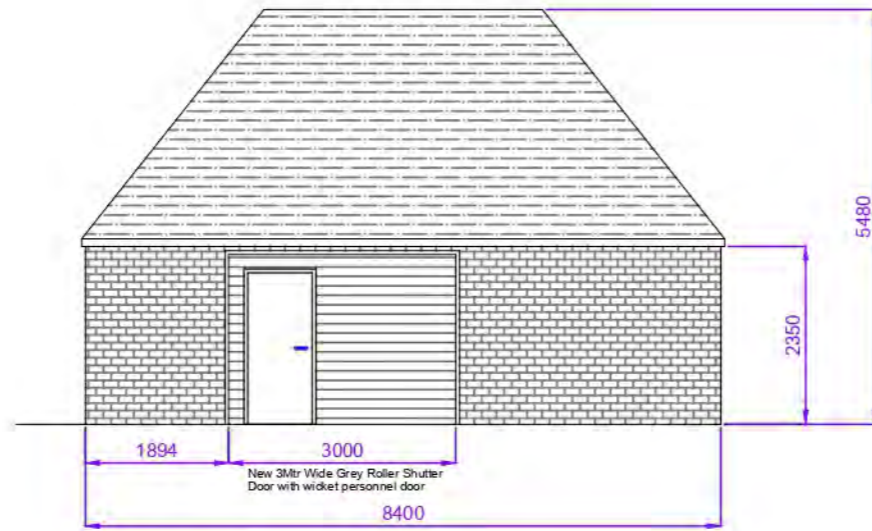
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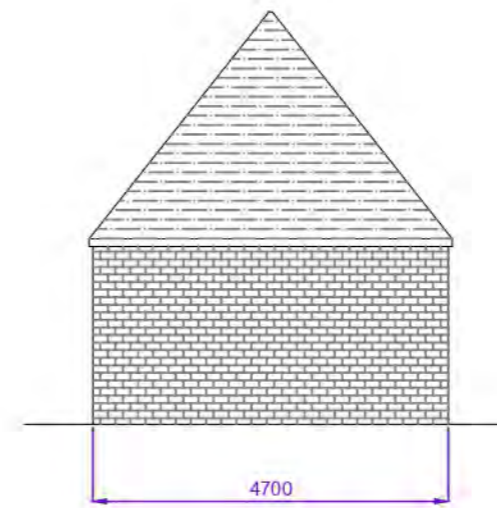
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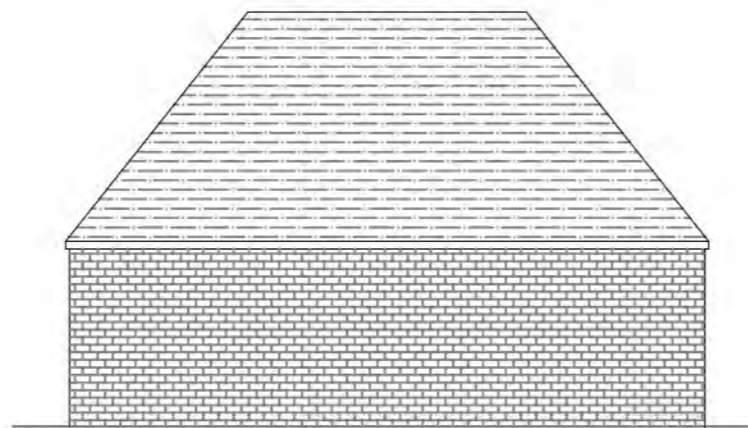




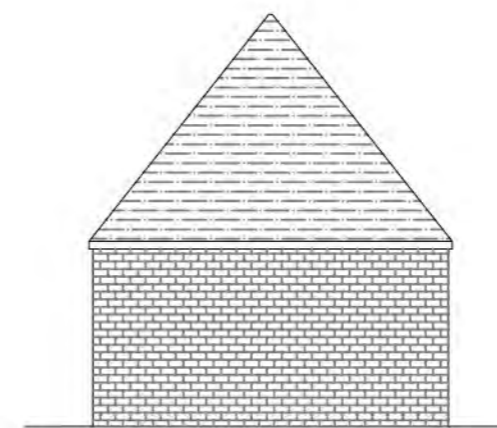
North Elevation



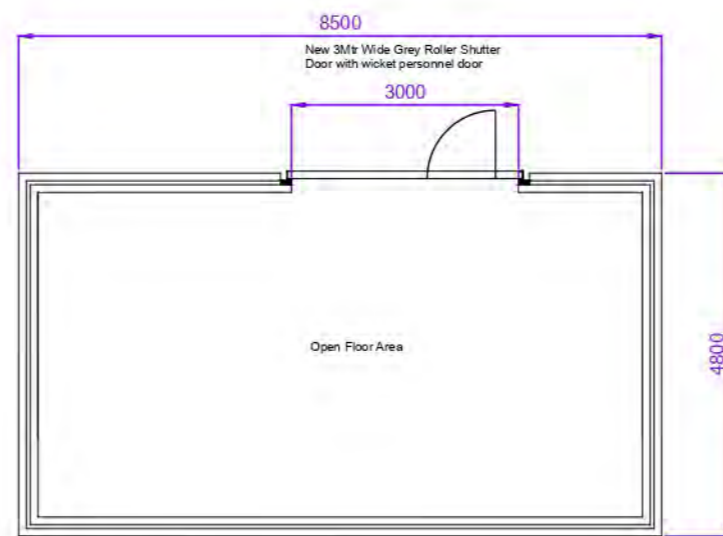
East Elevation



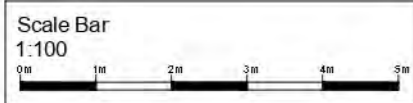
South Elevation



West Elevation



Plan View



CLIENT

Mr Harding

JOB

Halfway Egg Farm
Featherbed Road
Iwade Kent ME9 8RA

TITLE

Proposed Store

DATE SCALE DWG NO.

7th February 19 1:100@A3 16

REVISIONS REF NO.

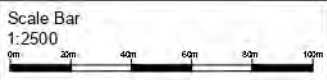
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CLIENT
Mr & Mrs
Harding
JOB

Halfway Egg Farm,
Featherbed Lane, Iwade.
Residential Development

TITLE
Site Location Plan

DATE	SCALE	DWG NO.
09/08/2017	1:2500 A4	01
REVISIONS	REF NO.	
	08.006.1272	

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 77 Commercial Road, Pickbrook Wood, Kent TN12 6DS
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