



Dated

2025

Hampshire County Council

and

The Council of the Borough of Havant

and

Havant and South Downs College

**Planning obligation by deed of agreement
under section 106 of the Town and Country Planning Act 1990
and enabling powers
Relating to development of land at
The South Downs College, College Road, Purbrook, Waterlooville P07 8AA**

David Kelly
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Monitoring Officer
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

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1. Parties

- 1.1 **Hampshire County Council** of The Castle Winchester Hampshire SO23 8UJ ('the County Council')
- 1.2 **The Council of the Borough of Havant** of Public Service Plaza, Civic Centre Road, Havant, PO9 2AX ('the Borough Council')
- 1.3 **Havant and South Downs College** of College Road, Purbrook, Waterlooville, Hampshire, P07 8AA ('the Owner')

2 Background

- A The Borough Council is a local planning authority for the purposes of Section 106 of the 1990 Act for the area in which the Land is situated.
- B The County Council is a local planning authority for the purposes of Section 106 of the 1990 Act for the area in which the Land is situated and is the local Highway Authority (save for trunk roads and special roads) and the Transport Authority for the purpose of the Transport Act 1985 and 2000 for Hampshire.
- C The Owner is the freehold owner of the Land registered with title absolute at HM Land Registry under Title Number SH28676.
- D The Owner has submitted the Application to the Borough Council for permission to develop the Land in accordance with the Planning Permission.
- E The Borough Council has resolved to grant the Permission subject to the prior completion of this Deed.
- F The Owner has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed.
- G The parties have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Borough Council and the County Council against the Owners and their successors in title to the Land.

3 Interpretation

- 3.1 In addition to the definitions set out in clause 3.2, a series of specific definitions are included in each of the schedules to this Deed to define

further terms and expressions and unless stated to the contrary the specific definitions in the schedules shall apply throughout this Deed where the relevant terms and expressions are used

3.2 In this Agreement the following expressions shall have the following meanings:

‘1990 Act’	the Town and Country Planning Act 1990
‘Application’	the application for planning permission submitted to the Borough Council for the Development and allocated reference number APP/22/00576
‘Assistant Director Legal Services’	the Assistant Director for Legal Services and Monitoring Officer at the County Council or their appointed representative for the time being or successor
‘Borough Council’s Legal Costs’	the Borough Council’s legal costs in connection with the preparation and completion of this Deed
‘Borough Council’s Monitoring Charge’	the sum of £3,892 (three thousand, eight hundred and ninety-two pounds) towards the costs incurred by the Borough Council in the provision of a suitably qualified and experienced person whose function is to monitor and enforce compliance with the terms of the Deed
‘Commencement’	the carrying out of a ‘material operation’ (as defined in Section 56(4) of the 1990 Act) in connection with the Development save that for the purposes of this Deed and for no other purpose operations consisting of land clearance, archaeological investigations,

	investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of Land notices or advertisements ecological surveys and mitigation works shall not be included (and 'Commence' 'Commencement' and 'Commenced' shall be construed accordingly)
'Contributions'	any one or number of the financial contributions (including for the avoidance of doubt, the Borough Council's Monitoring Charge) required to be paid to the County Council and Borough Council pursuant to this Deed, each of which shall be Index Linked
'County Council Monitoring Fee'	the sum of four thousand and eight pounds (£4080) towards the costs incurred by the County Council in monitoring the compliance with the planning obligations as they relate to the County Council in this Deed and in discharging its statutory reporting obligations
'Deed'	this agreement made by deed
'Development'	the Development of the Land for the demolition of existing buildings and construction of a new college car park as set out in the Application and in accordance with the Permission

‘Development Control Fee’	the sum of £1,250 incurred by the County Council’s transport planning officers in connection with the preparation, execution and completion of this Deed
‘Director’	the Director of Universal Services at the County Council or their appointed representative for the time being or successor
‘Enabling Powers’	Section 111 and 120 of the Local Government Act 1972 (as amended) Section 1 of the Localism Act 2011, and all other enabling powers which may be relevant for the purpose of giving effect or validity to or facilitating the enforcement of the obligations created by this Deed
‘Head of Legal Services’	the Assistant Director for Legal Services and Monitoring Officer at the County Council or their appointed representative for the time being or successor
‘Inflationary Index’	the Consumer Prices Index issued by the Office for National Statistics or during any period when no such index exists the index which replaces the same or is the nearest equivalent thereto as the Borough Council shall reasonably nominate taking into account any official reconciliation of changes in its basis of calculation
‘Index’	the relevant indexation model for the Walking & Cycling Contribution the ‘All Items’ Index of Retail Prices (RPI) published by the Office for National Statistics or amendment/replacement thereof;

'Index Linked'	increased in accordance with the following formula: Amount payable = the payment specified in this Deed x (A/B) where: A = the last figure published for the Index that applied immediately preceding the date that payment was received. B = the last figure published for the Index that applied immediately prior to the date of the Application save that for the purpose of the Borough Council's Monitoring Charge means adjusted in accordance with the Inflationary Index by multiplying in each case the payment due by a fraction whose denominator shall be the last Inflationary Index monthly figure published before the date of this Deed and whose numerator shall be the last published Inflationary Index monthly figure available before the date on which payment is due but which for the avoidance of doubt shall not fall below the original payment figure
'Interest'	interest at 4% above the base rate of the Bank of England from time to time
'Land'	the land shown edged red on the plan reference and appended to this Deed being land at The South Downs College, College Road, Purbrook, Waterlooville P07 8AA and any reference to 'Land' includes a reference to any part of it
'Occupation'	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in

	construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations (and 'Occupy' 'Occupies' and 'Occupied' shall be construed accordingly)
'Planning Permission'	the planning permission subject to conditions granted or to be granted by the Borough Council pursuant to the Application
'Subsequent Application'	an application for permission pursuant to s73 or s73A of the 1990 Act
'Subsequent Permission'	a permission granted pursuant to a Subsequent Application
'Walking & Cycling Contribution'	a contribution of Thirty-Five Thousand Pounds (£35,000) towards walking and cycling improvements along College Road
'Working Day'	any day other than a Saturday, Sunday, a bank holiday or public holiday in England

- 3.3 Where in this Deed reference is made to any clause, paragraph, schedule, recital or appendix such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule, recital or appendix in this Deed
- 3.4 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 3.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner
- 3.6 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 severally unless there is an express provision otherwise
- 3.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act of Parliament for the time being in

- force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act of Parliament or deriving validity from it
- 3.8 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Borough Council or the County Council the successors to their respective statutory functions
- 3.9 The headings and contents list are for reference only and shall not affect construction
- 3.10 References to 'in writing' shall exclude email unless agreed between the parties pursuant to clause 13.2 or as set out in clause 13.1.1
- 3.11 Under this Deed obligations on a party to do an act or activity (or similar) include an obligation to procure that such act or activity is done and obligations not to do an action or activity (or similar) include obligations not to permit or suffer such action or activity (or similar) to be done
- 3.12 References to the Land include any part of it
- 3.13 References to 'including' means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and 'include' shall be construed accordingly
- 3.14 References to the Borough Council and County Council's agreement, consent, approval or expression of satisfaction shall mean the written agreement, consent, approval or expression of satisfaction (as applicable) of the County Council pursuant to this Deed and such agreement, consent, approval or expression of satisfaction shall be in addition to and not in substitution for any other permission that may be necessary
- 3.15 The Parties agree that the schedules and appendices to this Deed form part of it and are incorporated as if the same had been set out in full in the main body of the document except that where there is any conflict between the terms of this Deed and the content of the Appendices the terms of this Deed will prevail

4 Legal basis

- 4.1 This Deed is made pursuant to Section 106 of the 1990 Act and the Enabling Powers

- 4.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and bind the Land and are enforceable by the Borough Council and County Council as local planning authorities against the Owner, its successors in title and any person deriving title in the Land or any part of it from the Owner.
- 4.3 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the Enabling Powers and will be enforceable as contractual obligations between the named Parties

5 Legal Effect

- 5.1 This Deed shall have effect immediately on completion save that the obligations and covenants contained in the schedules are conditional upon and shall not take effect until the Planning Permission has been granted and the Development has Commenced with the exception of all obligations and covenants in the schedules expressed to be 'prior to Commencement' or 'not to Commence unless' which shall take effect and be enforceable from the date when the Planning Permission is granted
- 5.2 This Deed shall cease to have effect (insofar only as it has not already been complied with) if before Commencement the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development
- 5.3 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 any approval of reserved matters pursuant to the Permission) granted (whether or not on appeal) after the date of this Deed
- 5.4 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest

6 Owner covenants

- 6.1 The Owner covenants with the Borough Council and the County Council as set out in Schedule 1.

7 The County Council's covenants

- 7.1 The County Council covenants with the Owner as set out in Schedule 2.

8 Payment of costs and Monitoring Fees

- 8.1 The Owner shall pay to the Borough Council on completion of this Deed
- 8.1.1 the Borough Council's Legal Costs and Monitoring Charge ; and
- 8.2 The Owner shall pay to the County Council on completion of this Deed
- 8.2.1 the reasonable legal and professional costs including all disbursements of the County Council as local planning authority incurred in the negotiation preparation and execution of this Deed;
- 8.2.2 the Development Control Fee; and
- 8.2.3 the County Council Monitoring Fee

9 Local land charge

- 9.1 This Deed shall be registered as a local land charge by the Council.
- 9.2 Following the performance and satisfaction of all the obligations contained in this Deed the Borough Council having first confirmed with the County Council where any of the obligations were owed to the County Council shall on the written request of the Owner note this in the register of local land charges in respect of this Deed

10 No fetter on discretion or waiver

- 10.1 Nothing contained or implied in this Deed shall prejudice or affect the rights remedies discretions powers duties and obligations of the Borough Council and the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 10.2 Nothing in this Deed shall impose any contractual or other obligations on the Borough Council to grant the Permission.
- 10.3 No waiver (whether expressed or implied) by the Borough Council or the County Council of any breach or default in performing or observing any of

the covenants obligations terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Borough Council or County Council from enforcing any of the relevant covenants obligations terms or conditions or from acting upon any subsequent breach or default

11 Covenant as to title

- 11.1 The Owner hereby covenants with the Borough Council and the County Council that no person other than the parties to this Deed has any interest in the Land for the purposes of section 106 of the Act.

12 Severability

- 12.1 It is agreed that if any part of this Deed shall be declared unlawful, unenforceable or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Deed shall continue in full force and effect

13 Notices

- 13.1 Any notices required to be given to any Party under this Deed shall be served by First Class prepaid post or by email and include the Application reference number and the description and date of this Deed and shall be deemed to have been properly served upon the relevant Party if sent to;
- 13.1.1 the Borough Council at the address set out in this Deed or by email to cil@havant.gov.uk marked for the attention of the Executive Head of Place" and bearing reference "section 106 APP/22/00576 – The South Downs College, College Road, Purbrook, Waterlooville PO7 8AA;
- 13.1.2 the County Council at the address set out in this Deed for the attention of the Director Assistant Director for Legal Services including the legal reference EDOC/0166 or to such person at such address as they shall notify in writing to the Parties
- 13.1.3 the Owner at the address set out in this Deed or to such other person at such address as they shall notify in writing to the Parties
- 13.2 Any Party to this Deed can agree to accept service of a notice under this Deed by email where they have;

- 13.2.1 confirmed the same in writing (including by email) to the relevant Party; and
- 13.2.2 provided the email address for service of the notice
- 13.2.3 following such confirmation a notice served by email shall be deemed to have been properly served if sent to the email address notified to the Party and including the Application reference number and the description and date of this Deed

14 Change in ownership and notifications

- 14.1 The Owner covenants with the Borough Council and County Council to give the Borough Council and County Council written notice within five (5) Working Days of any change in ownership in respect of its interests in the Land occurring before all the obligations under this Deed have been discharged and such notice shall give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan and the date on which the change of ownership occurred
- 14.2 The Owner covenants with the Borough Council and County Council to give the Borough Council and County Council written notice within five (5) Working Days of Commencement of Development occurring and to specify in the notification the date on which it occurred

15 Contract (Rights of Third Parties) Act 1999

No person other than a party to this Deed shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed

16 Index Linking

- 16.1 Each and every one of the Contributions which are to be paid under the terms of this Deed shall be Index Linked
- 16.2 Where reference is made to an index 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) or in the event the

index is not replaced, to an alternative reasonably comparable basis or index as the Borough Council or the County Council (as appropriate) shall advise the Owner in writing.

17 Payment of Contributions

17.1 Payment of the Contributions to the Borough Council and County Council shall include as a reference the Application reference number, the address to which this Deed relates and a description of the Contribution being paid by either:

17.1.1 BACS or telegraphic transfer; or

17.1.2 Cheques made payable to Havant Borough Council or Hampshire County Council as appropriate. Payments by cheque shall be sent to the Borough Council or the County Council (as the case may be) in accordance with the details set out in clause 13 identifying the obligations to which the payment relates.

18 Interest on late payments

18.1 If any payment due under this Deed is paid late Interest will be payable from the date payment is due until the date of receipt of payment

19 Spend in advance

19.1 If prior to the receipt of any Contributions the County Council incurs any expenditure in providing the infrastructure or facilities to which it was intended to apply any such Contribution (or in consequence of arranging for the provision thereof) by the letting of a contract or otherwise including any design costs whether in anticipation of or as a result of the Development then the County Council may immediately following receipt of such Contribution deduct there from a sum equivalent to such expenditure incurred

19.2 Any amount deducted by the County Council pursuant to clause 19.1 shall be and remain the property of the County Council and shall not be bound by the terms of this Deed and the County Council shall not be the subject of any requirement to repay or account for that amount or pay any interest in respect of the same.

20 Mortgagee Clause

- 20.1 Notwithstanding clause 4, no obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such charge, mortgage or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Land or part thereof to which such obligation relates.

21 Subsequent permission

- 21.1 Where a Subsequent Application is made and the Borough Council and County Council confirm in writing that a deed of variation or a new Section 106 agreement is not necessary in accordance with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) then this Deed shall apply equally to any Subsequent Permission in the same way as it applies to the Planning Permission and the references to the Application, Development and Planning Permission shall be deemed to be updated to include reference to the Subsequent Permission

22 Expert determination of disputes

- 22.1 In the event of any dispute or difference arising between the Parties to this Deed in respect of any matter contained in this Deed such dispute or difference may be referred by agreement of all Parties to the dispute to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert
- 22.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to clause 22.1 or as to the appropriateness of the professional body then such question may be referred by any Party to the President for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert

- 22.3 The expert howsoever appointed shall be appointed subject to an express requirement that they reach a decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 36 Working Days from the date of his appointment to act
- 22.4 The expert shall be required to give notice to each of the parties requiring them to submit to him within ten working days of his appointment written submissions and supporting material and shall afford to each of the parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material and the expert may disregard any representations made out of time and the expert's decision shall be given in writing within 21 Working Days from receipt of any counter submissions and supporting material with reasons
- 22.5 The expert's decision shall be given in writing with reasons and in the absence of manifest error shall be final and binding on the parties and the expert's costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares
- 22.6 This clause does not apply to disputes touching or concerning the construction or interpretation of this Deed which will be subject to the jurisdiction of the courts
- 22.7 The provisions of this clause shall not affect the ability of the Borough Council or the County Council to apply for and be granted any declaratory relief, injunction, specific performance, payment of any sum, damages, or any other means of enforcing this Deed and consequential and interim orders and relief

23 VAT

- 23.1 All works undertaken pursuant to and all payments made in accordance with the terms of this Deed shall be exclusive of value added tax and the Owner shall if value added tax becomes due pay to the County Council any value added tax properly payable on any sums paid to the to the County Council or works undertaken under this Deed upon presentation of an appropriate value added tax invoice addressed to the Owner

24 Governing law and jurisdiction

24.1 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) will be governed by and construed in accordance with the laws of England and Wales

24.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or any document supplemental to it or their subject matter or formation

25 Delivery

25.1 This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it

This Deed including the schedules and appendices has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Executed as a Deed by affixing the
Common Seal of **Hampshire**
County Council
in the presence of

Authorised Signatory

Executed as a Deed by affixing the
Common Seal of the **Council of the**
Borough of Havant
in the presence of

Authorised Signatory

Executed as a Deed by affixing the
Common Seal of **Havant and South
Downs College** in the presence of

Chair Name:

Principal Name:

Schedule 1 – Highway Obligations

‘Framework Travel Plan’	the framework travel plan as agreed by parties dated April 2025 Rev 3 and attached to this Deed as Appendix 1
‘TRO’	a traffic regulation order made pursuant to the Road Traffic Regulation Act 1984
‘TRO Payment’	the sum to be determined by the County Council in accordance with paragraph 3 of this Schedule (Index Linked) as a contribution towards the costs of the County Council of implementing or amending a TRO in relation to adjoining roads within the vicinity of the Land as may reasonably be required
‘Travel Plan’	the final and full travel plan based on the Framework Travel Plan
‘Travel Plan Approval Fee’	the sum of seven hundred and fifty pounds (£750) in respect of the costs incurred or to be incurred by the County Council in approving the Travel Plan
‘Travel Plan Cash Deposit’	A cash deposit in the sum eleven thousand (£11,000) being the cost of implementation and compliance with the targets/measures of the Travel Plan (as estimated by the County Council) plus 10%
‘Travel Plan Co-ordinator’	a suitably qualified and experienced person employed or appointed pursuant to the Travel Plan who has responsibility for developing implementing monitoring progress reporting and reviewing the Travel Plan in order to ensure that the

	Travel Plan achieves its stated targets and objectives
'Travel Plan Monitoring Fee'	the sum of five thousand pounds (£5,000) towards the costs to be incurred by the County Council in monitoring the implementation of the Travel Plan

1 Walking & Cycling Contribution

1.1 The Owner covenants with the County Council:

- 1.1.1 to pay the Walking & Cycling Contribution to the County Council prior to the Commencement of the Development
- 1.1.2 not to Commence or permit Commencement of the Development until the Walking & Cycling Contribution has been paid to the County Council

2 Travel Plan

2.1 The Owner covenants with the County Council:

- 2.1.1 not to Commence or permit Commencement of the Development until the Travel Plan based on the agreed Framework Travel Plan has been submitted to the County Council and approved in writing
- 2.1.2 not to Commence or permit Commencement of the Development until the Travel Plan Approval Fee has been paid to the County Council
- 2.1.3 from approval of the Travel Plan to implement and comply with the requirements and measures of the Travel Plan for the duration of the Travel Plan in order to achieve the targets and objectives of the Travel Plan
- 2.1.4 not to Occupy or permit Occupation of the Development until it has appointed a Travel Plan Co-Ordinator to implement the Travel Plan and notified the County Council in writing of that appointment and the Owner shall thereafter retain the Travel Plan Co-Ordinator for the duration of the Travel Plan
- 2.1.5 not to Occupy or permit Occupation of the Development until it has implemented all requirements and measures of the Travel

Plan in so far as such requirements and measures are required by Travel Plan to be implemented before Occupation

- 2.1.6 not to Occupy or permit Occupation of the Development until it has paid to the County Council the Travel Plan Monitoring Fee
- 2.17 not to Occupy or permit Occupation of the Development until the Owner has provided to the County Council the Travel Plan Cash Deposit which the County Council shall hold so that if in the opinion of the County Council the Owner fails at any time within five years of Occupation of the Development to deliver the agreed measures/targets and/or comply with any/all of the measures/targets contained within the Travel Plan or immediately in the event of an individual Owner becoming bankrupt or a corporate Owner going into liquidation, administration or administrative receivership or, in either case, entering into a deed of arrangement for the benefit of their creditors (or being subject to any analogous procedure) the County Council will use such money from the Travel Plan Cash Deposit as the County Council considers necessary in order to remedy the failure to achieve and implement the agreed measures/targets contained within the Travel Plan or such alternative measures as the County Council in their absolute discretion determines will achieve the overall aims of the Travel Plan for the Development

3 Highways Safeguarded Land

- 3.1 The Owner covenants with the County Council
 - 3.1.1 for a minimum period of 50 years from the date of the Planning Permission not to permit use or carry out any works or build any form of above ground building or any structure on the Highways Safeguarded Land without obtaining the confirmation in writing from the County Council that such works buildings or structures do not conflict with the Highways Safeguarded Land Purpose
 - 3.1.2 for a minimum period of 50 years from the date of the Planning Permission to reserve and retain the Highways Safeguarded Land for the Highways Safeguarded Land Purpose.

- 3.1.3 if called upon by the County Council at any time within the period of 50 years from the date of the Permission to enter into a deed of dedication with the County Council dedicating the Highway Safeguarded Land as public highway and granting to the County Council such other rights as the County Council may reasonably require to support the Highway Safeguarded Land Purpose
- 3.1.4 any dedication or grant of rights to the County Council pursuant to paragraph 3.1.3 above shall be for nil consideration and each Party shall bear their own costs for the preparation negotiation and completion of any deed of dedication or associated agreements.

4 Traffic Regulation Order

- 4.1 The Owner covenants with the County Council to pay the TRO Payment at the request of the County Council and within a timeframe specified by the County Council

Schedule 2 – County Council's covenants

1 County Council's covenants

1.1 The County Council Covenants with the Owner;

- 1.1.1 to use all of the sums received from the Owner under the terms of this Deed including any interest earned thereon for the purposes specified in this Deed including or for such other purposes for the benefit of the Development as the Owner and the County Council may agree in writing
- 1.1.2 following receipt of a written request to do so from the person that paid the Contribution or any relevant part of a contribution ('the Payee) to repay to the Payee such amount of the Walking & Cycling Contribution which remains unspent or uncommitted by the letting of a contract on the tenth anniversary of the Relevant Date (as defined in paragraph 1.1.3 below) together with interest (if any) at the rate from time to time prescribed under Section 32 Land Compensation Act 1961 from the date of payment until the date of written request for refund
- 1.1.3 for the purposes of paragraph 1.1.2 above the Relevant Date is the date of receipt by the County Council of the entire sum of the relevant Contribution or the last instalment of such Contribution.
- 1.1.4 within 28 days of the full implementation of the Travel Plan to the County Council's satisfaction to either:
- 1.1.5 release any unspent part of the Travel Plan Bond; or
- 1.1.6 refund any unspent part of the Travel Plan Cash deposit with interest accrued thereon (if any) at the rate from time to time prescribed under Section 32 Land Compensation Act 1961 from the date of payment until the date of written request for refund}

Appendix 1 Framework Travel Plan