

Dated _____ 201

(1) PURBECK DISTRICT COUNCIL

and

(2) Landowner's Full Name

and

(3) Developer's Full Name

and

(4) Lender's Full name

AGREEMENT

under section 106 of the Town and Country Planning Act 1990

relating to Land at _____ Dorset

(2) Insert the Landowners full name. This can be more than one person.

(3) Insert the Developers full name if a party to the Agreement. This can be more than one person.

(4) If the value of the agreement exceeds £20,000, all mortgage lenders have to be a party of the Agreement. Insert the names of all mortgage lenders. If there is no mortgage or the amount payable is below this threshold, remove entry (4).

Insert the address or description of the development site.

This should be the same as that entered on the Application Form under Site Location Details.

THIS AGREEMENT is made the ____ day of _____ 201

BETWEEN

(1) PURBECK DISTRICT COUNCIL of Westport House, Worgret Road, Wareham, Dorset BH20 4PP ("the Council")

(2) **Insert the names and addresses of the people and/or organisations listed on front page.**
of _____ ("the Owner")

(3) **Remove Section 3 and/or 4 if no developer and/or lender is party to the Agreement.** _____ ("the Developer")

(4) _____
of _____ ("the Lender")

1. INTRODUCTION

1.1 This Agreement relates to land at **Same as front page** Dorset edged red on the Plan ("the Land")

1.2 The Owner is the freehold owner of the Land registered with the title absolute under title number(s) DT _____

1.3 The Council is the Local Planning Authority for the area in which the Land is located

1.4 The Lender has a charge over the Land dated **Insert date of mortgage, if applicable.**

1.5 The Owner ~~or The Developer with the agreement of the Owner~~ has made the Planning Application to the Council

1.6 The Council has not yet decided the Planning Application and the Owner gives this Agreement on the basis that the obligations are (a) necessary to make the Development acceptable in planning terms; (b) directly related to the Development; and (c) fairly and reasonably related in scale and kind to the

Delete text if there are no lenders party to the agreement.
Insert words - Not Used

2. INTERPRETATION
of this Agreement the fo

Insert the Land Registry Title number/s relating the all the land holdings of those entered in (2-4) above and named on the front cover.

Delete text in brackets if owner is applicant.

the Town and Country Planning Act 1990

"Affordable Housing Contribution"

the sum of pounds
(£.....)

Insert the total amount payable for the affordable housing contribution in words.

Index Linked as a contribution towards the provision of affordable housing within the spatial area (as defined in the Purbeck Local Plan Part 1) from which it is collected

"Commencement of Development"

the start of any material operation (as defined in Section 56(4) of the Act) forming part of the Development other than (for the purposes of this Agreement and for no other purpose) operations consisting of archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any ground conditions or means of enclosure of site or commencement of site Development shall be interpreted accordingly.

Insert the total amount payable for the affordable housing contribution in numbers.

"Development"

the development of the Land as described in the Planning Application and under the Planning Permission

"Index Linked"

increased by the percentage (if any) by which the Retail Prices Index has increased between the date of its last publication immediately prior to the date of this Agreement and the date of payment;

"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 for security operations

"Plan"

the plan attached to this Agreement

"Planning Application"

the application for full planning permission for the Development submitted to the Council and given reference number

"Planning Permission"

.....
the full planning permission to be granted by the Council

Retail Prices Index

the Index of Retail Prices published by the Office for National Statistics, or any official publication that replaces it

- 2.2 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.3 The singular meaning includes the plural meaning and vice versa.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.5 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 one or more of them unless this Agreement says otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or getting validity from it.
- 2.7 References to any party to this Agreement include the successors in title to that party and any person getting title from or under that party and in the case of the Council the successors to its statutory functions.

2.8 The provisions of the Schedule are part

Delete text if there are no lenders party to the agreement.
Insert words - Not Used

3 OWNER'S COVENANTS

3.1 The Owner covenants with the Council to

- 3.1.1 observe and perform the requirements specified in this Agreement and the Council's requirements
- 3.1.2 give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan
- 3.1.3 pay to the Council £350.00 on or before the execution of this Agreement as a contribution to the Council's costs in connection with the preparation and completion of this Agreement

4 THE LENDER'S AGREEMENT

4.1 The Lender agrees to the Owner giving this Agreement and acknowledges that the Land shall be bound by the restrictions and obligations contained in the Schedule unless this Agreement says so

5 THE COUNCIL'S COVENANT

- 5.1 The Council covenants with the Owner that it will pay to the Owner such amount of the Affordable Housing Contribution paid by the Owner to the Council under this Agreement which has not been spent on the provision of affordable housing (and the Affordable Housing Contribution shall be deemed to have been spent if the Council has properly entered into a contract to spend the Affordable Housing Contribution which is reasonably likely to result in the provision of affordable housing) within 15 years from the date of receipt of the payment of the Affordable Housing Contribution together with interest at the Co-operative Bank plc base rate from time to time for the period from the date of receipt to the date of refund.

6 MISCELLANEOUS

- 6.1 This Agreement is made under Section 106 of the Act with the intention that it will bind the Owner's interests in the Land and that the obligations shall be planning obligations.
- 6.2 The planning obligations contained in the Schedule are enforceable by the Council
- 6.3 Nothing in this Agreement shall be interpreted as a Planning Permission or approval
- 6.4 The Owner recognises that this Agreement is a Local Land Charge and is registerable in the Register of Local Land Charges maintained by the Council.
- 6.5 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Agreement shall confer on any third party (other than the Council) any right to enforce or any benefit of any term of this Agreement
- 6.6 If the Planning Permission expires (without being renewed or extended before the Development is Commenced) or is revoked this Agreement shall end immediately and cease to have effect
- 6.7 The Owner shall be taken to have Commenced Development under the Planning Permission if they Commence Development on the Land whether or not:-
- 6.7.1 The Owner has satisfied all conditions precedent to commencement set out in the Planning Permission; or
- 6.7.2 Those works are under the Planning Permission
- 6.8 It is acknowledged that:-
- 6.8.1 With the exception of clause 3.1.3 which shall be of immediate effect the obligations contained in this Agreement shall take effect upon the issue of the Planning Permission by the Council

- 6.8.2 No person shall be liable for breach of an obligation or covenant contained in this Agreement after he has transferred all his interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any breach of an obligation or covenant arising before the interest was transferred
- 6.8.3 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 6.8.4 This Agreement is governed by and interpreted in accordance with the law of England and Wales

IN WITNESS of which the parties have executed this Agreement as a Deed on the day and year appearing on the first page.

SCHEDULE

The Owner for themselves and their successors in title to the Land covenant as follows:-

- 1. To pay the Affordable Housing Contribution to the Council no later than the date of first Occupation of the Development
- 2. Not to cause or permit first Occupation of the Development on the Land until the Affordable Housing Contribution has been paid to the Council.

EXECUTED as a DEED by)
*)
in the presence of:-)

Signature of witness

.....

Name (in BLOCK CAPITALS)

.....

Address

.....

EXECUTED as a DEED by)
*)
in the presence of:-)

Signature of witness

.....

Name (in BLOCK CAPITALS)

.....

Address

.....

THE COMMON SEAL of PURBECK)
DISTRICT COUNCIL was affixed)
in the presence of)

Authorised Officer