**THIS DEED** is made the day of 2024

**BY**

**MARK JONATHAN HARDELL TOINTON** of 13 Argyll Road, Poole BH12 2DR, **ELIZABETH ALISON WEBSTER** of 50 Lydiard Way, Trowbridge BA14 0UJ, **PETER SCOTT MOSLEY** of 16 Jersey Road, Ferring, Worthing BN12 5PU and **NEIL CHARLES HARDELL TOINTON** of 11 Hazel Close, Alderholt, Fordingbridge SP6 3DQ (hereafter collectively referred to as the **“Owner”**)

**in favour of**

**BOURNEMOUTH, CHRISTCHURCH AND POOLE** **COUNCIL** of BCP Civic Centre, Bourne Avenue BH2 6DY (**“Council”**)

**Background**

1. The Owner is the freehold owner of the Property in respect of which the Application has been submitted to the Council.
2. The Council is the local planning authority for the purposes of the Act for the area within which the Property is situated.
3. The Owner enters into this Deed in order to address the financial contributions as identified below required in accordance with relevant plans and policies of the Council for purposes attributable to development pursuant to the Application.

**Terms:**

**Interpretation**

The following definition and rules of interpretation apply in the deed.

**1.1 Definitions**

|  |  |
| --- | --- |
| **“the Act”** | the Town & Country Planning Act 1990 |
| **“Application”**  **“Harbour SAMMs Contribution”** | an application for planning permission registered by the Council under reference number tbc  the sum of One Hundred and Seventy Two Pounds (£172) Index Linked plus an administrative fee of Twenty Five Pounds £25 to be paid by the Owner towards strategic access, management and monitoring (SAMMs) to avoid or mitigate against any adverse effect of the development on Poole Harbour in accordance with the Poole Harbour Recreation Mitigation Supplementary Planning Document 2019-2024 and policies PP32 and PP39 of the Local Plan.] |
| **“Heathland SAMMsContribution”** | the sum of Four Hundred and Eighty Five Pounds (£485) Index Linked plus an administrative fee of Seventy Five Pounds (£75.00) to be paid by the Owner towards measures which avoid or mitigate against any adverse effect of the development on the Dorset Heathlands in accordance with the Dorset Heathlands Planning Framework Supplementary Planning Document 2020-2025. |
| **“Index Linked”** | increased in accordance with the following formula:  Amount payable = the payment specified in this deed x (A/B) where:  A= the figure for the Retail Prices Index that applied immediately preceding the date the payment is due.  B= the figure for the Retail Prices Index that applied when the index was last published prior to the date of this Agreement. |
| **“Property”** | the land and property situated at 13 Ridgeway, Poole, BH8 8DY as is registered at the Land Registry under title number 231613 which is shown edged red on the Plan |
| **“Plan”** | the plan attached to this deed. |
| **"Planning Permission"** | the grant of planning permission for the Development if granted by the Council in respect of the Application |
| **“the Retail Price Index”** | the United Kingdom fiscal annualised retail prices index as published by the Office for National Statistics or any successor organisation |

## 1.2 Clause headings shall not affect the interpretation of this deed.

## 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## 1.4 Unless the context otherwise requires:

## words in the singular shall include the plural and in the plural shall include the singular;

## a reference to one gender shall include a reference to the other genders; and

## a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include any subordinate legislation made from time to time under that statute or statutory provision.

## 1.5 A reference to:

## 1.5.1 the Owner shall include the Owner’s personal representatives, successors and permitted assigns; and

## the Council shall include the successors to its statutory functions.

## 1.6 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

**2. Statutory Provisions**

## 2.1 This deed is entered into pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and any other enabling powers.

## 2.2 The covenants within this deed are planning obligations for the purposes of section 106 of the Act.

## 2.3 This deed shall come into effect upon the date hereof.

## 2.4 The obligations are enforceable by the Council in accordance with section 106 of the Act.

## **3.** **Covenants with the Council**

## The Owner covenants with the Council to pay to the Council on of the date of this deed:

## 3.1 the Heathland Contribution;

## 3.2 the sum of £150 towards the Council’s reasonable and proper legal costs and disbursements incurred in connection with the preparation and registration of this deed

# 4. Determination of deed

# This deed shall be determined and have no further effect if the Planning Permission:

### is refused;

### is varied or revoked other than at the request of the Owner;

### is quashed following a successful legal challenge; or

### or expires prior to implementation of the Planning Permission in accordance with section 56(4) of the Act.

**5 General**

The Owner acknowledges that :

5.1 This deed is a local land charge and shall be registered as such by the Council.

5.2 This deed does not confer nor is intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999.

5.3 This deed is governed by and interpreted in accordance with the law of England and Wales.

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

**SIGNED AS A DEED** by

**MARK JONATHAN HARDELL TOINTON**

in the presence of:

Witness:

Name:

Address:

Occupation:

**SIGNED AS A DEED** by

**ELIZABETH ALISON WEBSTER**

in the presence of:

Witness:

Name:

Address:

Occupation:

**SIGNED AS A DEED** by

**PETER SCOTT MOSLEY**

in the presence of:

Witness:

Name:

Address:

Occupation:

**SIGNED AS A DEED** by

**NEIL CHARLES HARDELL TOINTON**

in the presence of:

Witness:

Name:

Address:

Occupation:

