

THIS DEED is made the
Longham 140 Ltd
office is/of 32 Keswick Road, Bournemouth, England, BH5 1the “**Owner**”
in favour of

day of

202[] **BY**
whose registered

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:

1. Interpretation

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

1.1 Definitions

the Act

the Town & Country Planning Act 1990

Application

an application for planning permission registered by the Council under reference number APP24/00078/F

[Harbour SAMMs Contribution

Poole only

the sum of 172 Pounds (£xx) 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 SAMMs Contribution

the sum of four hundred Pounds (£485) Index Linked plus an administrative fee of 75 Pounds (£xx) 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 the Dorset Heathlands in accordance with the Dorset Heathlands Planning Framework Supplementary Planning Document 2020-2025.

[Heathland Infrastructure Project Contribution

Poole Only

the sum of £ Pounds (£) Index Linked plus an administrative fee of Pounds (£xx) to be paid by the Owner towards heathland infrastructure and projects 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.

[Fast Track precedent May 2022]

**[Local Plan Poole Only
Nitrogen Reduction Contribution
Poole Only**

B= the figure for the Retail Prices Index that applied when the index was last published prior to the date of this Agreement. The Poole Local Plan (Adopted November 2018)
the sum of Pounds (£) Index Linked plus an administrative fee of [] Pounds £[xx] to be paid by the Owner to avoid or mitigate against any adverse effect of the development on Poole Harbour in accordance with the Nitrogen Reduction in Poole Harbour SPD and policies PP32 and PP39 of the Local Plan.]]

Property

the land and property situate at and known as 39-41 Daney Dorset as is registered at the Land Registry under title number 3 DT[], [DT[] and DT[]] 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:
- 1.4.1 words in the singular shall include the plural and in the plural shall include the singular;
- 1.4.2 a reference to one gender shall include a reference to the other genders; and
- 1.4.3 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
- 1.5.2 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 SAMMS Contribution; [and]
the Harbour SAMMS Contribution

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:

- (a) is refused; or
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge; or

[Fast Track precedent May 2022]

(d) 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

in the presence of:

Witness:

Name:

Address:

Occupation:

EXECUTED AS A DEED by

acting by
one of its directors

in the presence of:

Witness:

Name:

Address:

Occupation