

DATE:

29 August

2024

DOVER DISTRICT COUNCIL

and

THE KENT COUNTY COUNCIL

and

RICHARD MACKNEY FULLER

And

GLADMAN DEVELOPMENTS LIMITED

PLANNING OBLIGATION BY DEED OF AGREEMENT Pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended)

Relating to the development of land on
the West side of Cross Road, Walmer,
Deal

Application Ref: DOV/21/01822

//KEN002:001331

29th August
THIS DEED is made the day of 2024

PARTIES

- (1) **DOVER DISTRICT COUNCIL** ("the **District Council**") of White Cliffs Business Park, Dover, Kent, CT16 3PJ
- (2) **THE KENT COUNTY COUNCIL** ("the **County Council**") of County Hall, Maidstone, Kent ME14 1XQ
- (3) **RICHARD MACKNEY FULLER** ("the **Owner**") of Sutton Court Farm, Sutton, Dover, Kent CT15 5DF
- (4) **GLADMAN DEVELOPMENTS LIMITED** ("the **Promoter**") whose registered office is at Gladman House, Alexandria Way, Congleton Business Park, Congleton CW12 1LB with Company number 03341567

RECITALS

- 1 The Owner is the freehold owner of the Land being land registered under the title number K767074 ("the Title").
- 2 The District Council is the Local Planning Authority for the purposes of the Act for the area in which the Land is situated.
- 3 The County Council is the County Planning Authority and the Local Education Authority and is responsible for the provision of education, waste, libraries, integrated children's services, community learning, and social services for the area in which the Land is situated.
- 4 The Planning Application has been submitted by the Promoter to the District Council seeking permission to undertake the Development and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed the need for which would not be generated but for the Development.
- 5 The District Council resolved on 10 August 2023 to grant planning permission to carry out the Development subject to the prior completion of this Deed and the conditions to which the Planning Permission is expressed to be subject.

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed the following words and phrases shall have the following meanings:

“the Act”

means the Town and Country Planning Act 1990 as amended.

“Additional First Homes Contribution”

in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 4.10, 4.12 or 6 of the First Schedule, the lower of the following two amounts:

- (a) 30% of the proceeds of sale; and
- (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.

“Affordable Housing”

housing for sale or rent to those whose needs are not met by the market (including housing that provides a subsidised route to home ownership). This includes Affordable Rented Housing, Shared Ownership Housing and First Homes.

“Affordable Housing Contract”

a contract between the Owner and a Registered Provider for the provision of Affordable Rented Housing or Shared Ownership Housing within the Development which includes the terms

“Affordable Housing Marketing Plan”

set out in paragraph 3.8 of the First Schedule of this Deed or such other terms as are agreed between the Owner and the Registered Provider.

a plan to market and Dispose of the Affordable Rented Housing, Social Rented Housing or Shared Ownership Housing to be submitted to and approved by the District Council pursuant to paragraph 3.8.43 of the First Schedule of this Deed.

“Affordable Housing Scheme”

means a scheme which specifies:

- (a) the number size tenure and mix of the Affordable Housing within the Development;
- (b) the location and distribution of the Affordable Housing;
- (c) details of how the proposed design of the Affordable Housing will ensure that the Affordable Housing is materially indistinguishable (in terms of outward design and appearance) from the Market Dwellings of similar size within the Development; and
- (d) the form of Shared Ownership Lease to be used for any Disposals of the Shared Ownership Housing (if applicable).

“Affordable Housing Units”

those Dwellings which are to be provided as either Affordable Rented Housing Units or Shared Ownership Housing Units.

“Affordable Rented Housing Units”

the Affordable Housing Units to be occupied as Affordable Rented Housing in accordance with the terms of this Deed.

“Affordable Rented Housing”

Affordable Housing let by a local authority or private Registered Provider of social housing to households who are

eligible for Social Rented Housing where the rent level is capped at 80% of the local market rent (including any service charges, where applicable) and within local housing allowance (LHA) rates.

“Air Quality Contribution”

means the sum of £114,423 paid as a contribution towards measures to mitigate the impact of the Development on air quality in the district of Dover.

“Applicable Flat”

means a flat constructed pursuant to the Planning Permission excluding any such flat which has only one room which may by design be used as a bedroom and has a gross internal area of less than 56 square metres or is used as Sheltered Accommodation.

“Applicable House”

means a house constructed pursuant to the Planning Permission excluding any such house which has only one room which may by design be used as a bedroom and has a gross internal area of less than 56 square metres or is used as Sheltered Accommodation.

“Armed Services Member”

- a) a member of the Royal Navy, the Royal Marines, the British Army or the Royal Air Force;
- b) a former member of the above within the five years before the purchase of the First Home;
- c) a divorced or separated spouse or civil partner of a member or former member of the above; or
- d) a spouse or civil partner of a deceased member or former member of the above whose death was caused wholly or partly by their service.

“Commencement of the Development”

means the carrying out of a material operation in the course of the Development on the Land pursuant to

the Planning Application within the meaning of section 56(4) of the Act save that for the purposes of this Deed and for no other purpose operations consisting of:

- (a) site clearance
- (b) demolition work
- (c) archaeological investigations
- (d) investigations for the purpose of assessing ground conditions
- (e) remedial work in respect of any contamination or other adverse ground conditions
- (f) diversion and laying of services
- (g) erection of temporary means of enclosure
- (h) the temporary display of site notices or advertisements

shall not amount to Commencement of the Development and all references to Commencement shall be construed accordingly.

“Community Learning Contribution”

means the sum of £16.42 (sixteen pounds and forty two pence) per Dwelling paid as a contribution towards additional equipment and resources for adult education centres in the district of Dover serving the development including outreach provision.

“Compliance Certificate”

the certificate issued by the District Council confirming that a First Home is being Disposed of to a purchaser meeting the Eligibility Criteria (National) and, unless paragraph 4.4 of the First Schedule of this Deed applies, the Eligibility Criteria (Local).

“the County Council Costs”

means the County Council’s proper and reasonable legal and administrative costs for the preparation and execution of this Deed.

“County Council Index”

means the General Building Costs Index from April 2020 @ 360.3 as prepared by the BCIS for the RICS or such other index as the County Council may reasonably nominate in the event that the General Building Costs Index shall no longer be published or its name or methodology be materially altered.

“County Monitoring Fee”

means the sum of £300 (three hundred pounds) paid as a contribution towards the costs of the County Council monitoring the compliance of the Development with the terms of this Deed.

“the Development”

the development of the Land by the erection of up to 140 Dwellings for use in the manner as set out in the Planning Application.

“Discount Market Price”

a sum which is the Market Value discounted by 30%.

“Disposal”

a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

- (a) a letting or subletting in accordance with paragraphs 5.2 and 5.3 of the First Schedule
- (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for Occupation except where the transfer is to a First Homes Owner
- (c) an Exempt Disposal

and "Disposed" and "Disposing" shall be construed accordingly.

“the Disputes Resolution Procedure”

means the procedure referred to in clause 13 and set out in the Fifth Schedule hereto.

“the District Council’s Costs”

means the sum of £880.00 being the agreed

contribution to the District Council's proper and reasonable legal and administrative costs for the preparation, execution and registration of this Deed.

"the Draft Conditions"

means the draft conditions to be attached to the Planning Permission set out in Appendix 1 to this Deed.

"Dwelling"

means a residential unit (whether an Applicable Flat/Applicable House or otherwise) constructed on the Land pursuant to the Planning Permission and "Dwellings" shall be construed accordingly.

"Eligibility Criteria (Local)"

criteria (if any) published by the District Council at the date of the relevant Disposal of a First Home which are met in respect of a Disposal of a First Home if:

- (a) the purchaser's annual gross income (or, in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any) and;
- (b) any or all of the following criteria are met:
 - (i) the purchaser meets the Local Connection Criteria (or, in the case of a joint purchase, at least one of the joint purchasers meets the Local Connection Criteria);
 - (ii) the purchaser is (or, in the case of a joint purchase, at least one of the joint purchasers is) an Armed Services Member

it being acknowledged that at the date of this Agreement the District Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home.

"Eligibility Criteria (National)"

criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (or, in

- the case of a joint purchase, each joint purchaser is a First Time Buyer); and
- (b) the purchaser's annual gross income (or, in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).

“Exempt Disposal”

the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner on the death of the First Homes Owner;
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;
- (c) a Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order divorce settlement or other legal agreement or order on divorce, annulment or dissolution of the marriage or civil partnership, or the making of a nullity separation or presumption of death order; and
- (d) a Disposal to a trustee in bankruptcy before sale of the First Home.

“First Highway Contribution”

means the sum of £20,000 (twenty thousand pounds) paid as a contribution towards the costs of improvements around the junction of Station Road and Dover Road including the creation of a bus cage, alterations to a bus stop and on street parking spaces, waiting restrictions and the costs of securing all necessary traffic regulation orders in connection with such improvements.

“First Home”

a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap and “First Homes” shall be construed accordingly.

“First Homes Owner”

the person or persons having the freehold or leasehold interest in (as applicable) a First Home other than:

- (a) the Owner;
- (b) another owner or other entity to which the freehold interest or leasehold interest in a First Home, or the land on which a First Home is to be provided, has been transferred before that First Home is made available and is Disposed of for Occupation as a First Home; and
- (c) the tenant or subtenant of a permitted letting under paragraphs 5.2 and 5.3 of the First Schedule.

“First Time Buyer”

as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003.

“Head of Planning and Development”

means the officer of the District Council from time to time that is responsible for planning, regeneration and economic development.

“Healthcare Contribution”

means the sum calculated by applying the formula $(A \times \text{£}504 \text{ (five hundred and four pounds)}) + (B \times \text{£}720 \text{ (seven hundred and twenty pounds)}) + (C \times \text{£}1,008 \text{ (one thousand and eight pounds)}) + (D \times \text{£}1,260 \text{ (one thousand two hundred and sixty pounds)}) + (E \times \text{£}1,728 \text{ (one thousand seven hundred and twenty eight pounds)})$, where :

A is a Dwelling having 1 bedroom

B is a Dwelling having 2 bedrooms

C is a Dwelling having 3 bedrooms and

D is a Dwelling having 4 bedrooms

E is a Dwelling having 5 or more bedrooms

paid as a contribution towards the cost of refurbishment/and or extension of St Richards Road Surgery and/or Manor Road Surgery and/or Balmoral Surgery, and/or the Cedars Surgery and/or the provision of general practice premises to serve the Development.

“Homes England”

Homes England or any bodies undertaking the

existing functions of Homes England within the meaning of Part 2 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) or any successor organisation.

“Income Cap”

means the sum of £80,000.00 (eighty thousand pounds) or such income cap as the Secretary of State may publish from time to time and is in force at the time of the relevant Disposal of the First Home.

“Income Cap (Local)”

means such local income cap as may be published from time to time by the District Council and is in force at the time of the relevant disposal of the First Home (it being acknowledged that at the date of this Deed the District Council has not set an Income Cap (Local)).

“the Index”

means the “all Items” index figure of the Index of Retail Prices published by the Office for National Statistics or such other index as the District Council may reasonably nominate in the event that the Index of Retail Prices shall no longer be published or its name or methodology be materially altered.

“Interest”

interest at 4 per cent above the base rate of the Bank of England from time to time.

“Integrated Children’s Service Contribution”

means the sum of £65.50 (sixty five pounds and fifty pence) per Dwelling paid as a contribution towards additional equipment and resources for the Integrated Children's Service in Dover District including outreach provision.

“the Land”

means the land known as land on the east and west sides of Cross Road, Walmer, Deal against which this Deed may be enforced as shown more particularly edged red on the attached Plan.

“the Library Contribution”

means the sum of £55.45 (fifty five pounds and forty five pence) per Dwelling paid as a contribution toward additional resources, equipment and book stock (including the reconfiguration of space) at local libraries serving the development including Deal Library and Sandwich Library.

“Local Connection Criteria”

means such local connection criteria as the District Council may publish from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant Disposal of the First Home. Any such replacement criteria in operation at the term of the relevant Disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that Disposal.

“Management Company”

means a private limited company which is incorporated in and which has its registered office in the United Kingdom of Great Britain and Northern Ireland and whose primary objects require it to maintain and renew the Open Space.

“Management Plan”

means a scheme to be submitted to and approved in writing by the District Council, which identifies:

- (i) the future management and maintenance requirements of the Open Space
- (ii) the proposed ongoing maintenance operations for the Open Space, specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the Open Space
- (iii) the proposed means of funding the ongoing maintenance and management of the Open Space in accordance with the Management Plan by the Owner and the Management Company
- (iv) a mechanism for the periodic review with the District Council and where necessary amendment of the Management Plan.

“Market Dwelling”

means any Dwelling which is not Affordable Housing.

“Market Value”

the open market value as assessed by a Valuer of a Market Dwelling as confirmed to the District Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standard (January 2014 or any replacement guidance).

“Monitoring Fee”

means the sum of £236 (two hundred and thirty six pounds) paid as a contribution towards the costs of the District Council monitoring the compliance of the Development with the terms of this Deed

“Mortgagee”

any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home (including Sharia-compliant finance).

“Nominations Agreement”

an agreement between the District Council and the Registered Provider setting out the selection and prioritisation of tenants and Occupiers of the Shared Ownership Housing Units and the Affordable Rented Housing Units which shall include a mortgagee exclusion clause in the form set out in paragraph 6.2 of the First Schedule of this Deed or as is otherwise agreed with the Registered Provider.

“Occupation”

means occupation for any purpose permitted by the Planning Permission but does not include occupation by personnel engaged in the construction fitting-out or decoration or occupation for marketing or display or occupation in relation to security operations of any part of the Development and for the avoidance of doubt in the case of a sale of a freehold or long leasehold interest in a

Dwelling to a third party Occupation commences on the date of legal completion of the sale rather than exchange of contracts and "Occupy" "Occupier" "Occupiers" and "Occupied" shall be construed accordingly.

“the Open Space”

means the informal open space and landscaping including the Play Area for use by the general public to be provided on the Site in accordance with the Planning Permission and the Open Space Works Specification.

“the Open Space Works Specification”

means a specification for the laying out of the Open Space to be agreed in writing between the Owner and the District Council before the Commencement of the Development.

“Outdoor Sports Contribution”

means the sum of £2,029.51 (two thousand and twenty nine pounds and fifty one pence) per Dwelling as a contribution towards the costs of upgrades and maintenance of Deal Football/3G pitches and Tides Leisure Centre.

“Plan”

means drawing number 7572-L-10 annexed to this Deed.

“the Planning Application”

means the application for outline planning permission to carry out the Development on the Land and given the District Council’s reference number **DOV/21/01822**.

“the Planning Permission”

means the planning permission to be granted by the District Council pursuant to the Planning Application subject to the Draft Conditions.

“the Play Area”

means a local equipped area for play for use by the general public to be provided on the Land in accordance with the Planning Permission.

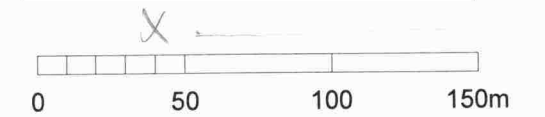
“Practical Completion”

means the stage reached when the construction of a First Home is sufficiently complete that, where necessary a certificate

NOTES

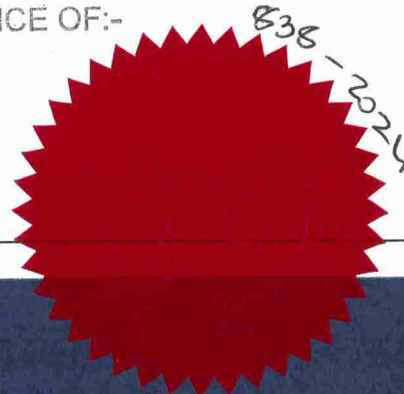
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Ordnance Survey base mapping - supplied by client.



THE COMMON SEAL OF THE KENT COUNTY COUNCIL WAS HEREUNTO AFFIXED IN THE PRESENCE OF:-

Authorised Signatory



Gladman Developments Ltd
Cross Road
Deal

LOCATION PLAN

1:2500 @ A3
08th June 2021 JES / CEH
7572-L-10 rev -



masterplanning
environmental assessment
landscape design
urban design
ecology
architecture
arboriculture
FPCR Environment and Design Ltd
Lockington Hall
Lockington
Derby DE74 2RH
t: 01509 672772
e: mail@fpcr.co.uk
w: www.fpcr.co.uk

of practical completion can be issued and it can be Occupied and the term “Practically Complete” and “Practically Completed” shall be construed accordingly.

“Price Cap”

means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed £250,000 (Two Hundred and Fifty Thousand Pounds) or such other amount as may be published from time to time by the Secretary of State.

“the Promotion Agreement”

means a promotion agreement dated 29 March 2021 in respect of the Land made between the Owner and the Promoter.

“Protected Tenant”

means any tenant who:

- a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit, or
- b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of an Affordable Housing Unit, or
- c) was granted a shared ownership lease (or similar arrangement where a share of an Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the Registered Provider in respect of an Affordable Housing Unit and has subsequently purchased all the remaining shares from the Registered Provider so that the tenant owns the entire Affordable Housing Unit.

“Registered Provider”

any company or organisation whose aim or function includes the provision and management of Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) which is registered or eligible for registration under

Chapter 3 of Part 2 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) **AND** approved by the District Council such approval not to be unreasonably withheld or delayed.

“Regulator”

means Homes England or the Regulator of Social Housing established pursuant to Part 2 of the Housing and Regeneration Act 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions.

“Reserved Matters Approval”

means the approval of matters reserved for later determination (as specified in the Town and Country Planning (Development Management Procedure) (England) Order 2015 pursuant to the Planning Permission.

“SAAM Contribution”

means the sum calculated by applying the formula $(A \times \text{£}112 \text{ (one hundred and twelve pounds)}) + (B \times \text{£}224 \text{ (two hundred and twenty four pounds)}) + (C \times \text{£}337 \text{ (three hundred and thirty seven pounds)}) + (D \times \text{£}449 \text{ (four hundred and forty nine pounds)})$, where :

A is a Dwelling having 1 bedroom

B is a Dwelling having 2 bedrooms

C is a Dwelling having 3 bedrooms and

D is a Dwelling having 4 or more bedrooms

paid as a contribution towards measures to manage the impact of recreational activities by existing and new residents on the integrity of the Thanet Coast and Sandwich Bay Special Protection Area Mitigation Strategy.

“Secondary Education Contribution”

means the sum of:

- a. £1,135 (one thousand one hundred and thirty five pounds) per Applicable Flat; and
- b. £4,540 (four thousand five hundred and forty pounds) per Applicable House);

paid as a contribution towards the expansion

of secondary schools in the Deal and Sandwich non-selective and Dover District selective planning groups.

“Second Highway Contribution”

means the sum of £1,000 (one thousand pounds) per Dwelling paid towards the cost of improvements to the Whitfield Roundabout, Dover and the Duke of York Roundabout, Dover.

“Secretary of State”

the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and any successor in function.

“Serviced Condition”

the relevant property:

- (a) has proper connections to or within its boundary to connect it to surface water drainage facilities and to mains foul drainage, water, gas, electricity and telecommunications; and
- (b) enjoys direct access to the public highway or a roadway constructed to adoptable standards (connecting to the public highway).

Each condition must be adequate for the purpose of its prospective use.

“Shared Ownership Housing”

housing which is part sold, part let to eligible households in accordance with the terms of a Shared Ownership Lease.

“Shared Ownership Lease”

a lease in the form of the Homes England's model shared ownership lease and on terms that permit part purchase of the Market Value of the equity in a unit in multiples of 5% up to a maximum of 100% together with rent payable for the open market rack rental value of the unpurchased percentage of the equity in the unit up to a value which does not exceed the rent set by Homes England from time to time (or such other rent or form of lease approved in writing by the District Council).

“Shared Ownership Housing Units”

the Affordable Housing Units to be Occupied as Shared Ownership Housing under a Shared

Ownership Lease in accordance with the terms of this Deed.

“Sheltered Accommodation”

means a Dwelling that is specifically designed for and legally restricted to occupation by people aged 55 and above to allow them to live independently.

“Social Care Contribution”

means the sum of £146.88 (one hundred and forty six pounds and eighty eight pence) per Dwelling paid as a contribution towards the provision of specialist care accommodation, assistive technology systems, adapting community facilities, sensory facilities and changing places within Dover District

“Social Rented Housing”

Affordable Housing let to eligible households for which the rent is no higher than Target Rent.

“Statutory Undertakers”

means statutory undertakers as defined in Article 2 of the Town and Country Planning (General Permitted Development) Order 2015.

“Target Rent”

means target rents for Social Rented Housing (or its equivalent) as determined through the National Rent Regime and published from time to time by the Regulator (or such other body as may replace the Regulator, having responsibility for setting target rents for social housing).

“Trigger Date”

means each date upon which a Trigger Event occurred.

“Trigger Event”

an event that triggers a payment of any sum by the Owner and/or the coming into effect of any other obligation under this Deed.

“Valuer”

a Member or Fellow of the Royal Institution of Chartered Surveyors being a registered valuer appointed by the First Homes Owner and acting in an independent capacity.

“Waste Contribution”

means the sum of £54.47 (fifty four pounds and forty seven pence) per Dwelling paid as a contribution towards improvements to Dover Household Waste & Recycling Centre.

“Working Day”

means any date from Monday to Friday (inclusive) which is not Christmas Day, Good Friday a statutory bank holiday or public holiday in England.

2. CONSTRUCTION OF THIS DEED

- 2.1. 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 District Council and the County Council the successors to their respective statutory functions.
- 2.2. In the absence of any contrary provision any reference to a statute shall include any statutory extension modification or re-enactment for the time being in force and shall include all statutory instruments directions orders regulations plans permissions or byelaws for the time being made issued or given under the statute or deriving validity from it.
- 2.3. Words importing the masculine gender shall include the feminine and neuter gender and vice versa.
- 2.4. Words importing persons include companies corporations and firms and vice versa.
- 2.5. Unless the context otherwise requires words importing the singular shall include the plural and vice versa.
- 2.6. Headings are for ease of reference only and shall not be construed as part of this Deed.
- 2.7. Reference to any recital clause schedule or paragraph (or any part of them) shall (unless the context otherwise requires) be reference to a recital clause schedule or paragraph (or any part of them) in this Deed.
- 2.8. Wherever there is more than one person named as a party or where more than one party undertakes an obligation all their obligations shall be enforceable against all of them jointly and/or against each individually unless there is an express provision otherwise.
- 2.9. Any covenant by a party to this Deed not to do an act or thing shall be deemed to include an obligation not to permit or knowingly suffer such act or thing to be done by any other person.

3. STATUTORY PROVISIONS

- 3.1. This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2. All the covenants restrictions and requirements contained herein create planning obligations pursuant to Section 106 of the Act and are entered into by the Owner to the intent that it shall bind the Owner and their successors in title to each and every part of the Land and their