

DATED

2026

TONBRIDGE AND MALLING BOROUGH COUNCIL (1)

AND

MAGNUM PARTNERSHIP (BRENCHLEY) LIMITED (2)

PLANNING OBLIGATION

BY WAY OF AGREEMENT

pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)
relating to land at Grove Farm, Maidstone Road,
Hadlow, Tonbridge, TN11 0JL

Head of Legal & Democratic Services
Tonbridge and Malling Borough Council
Gibson Building, Gibson Drive
Kings Hill, West Malling
Kent ME19 4LZ

PLANNING REF: 25/00656/PA

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THIS DEED is dated the

day of

2026

BETWEEN

- (1) **TONBRIDGE AND MALLING BOROUGH COUNCIL** of Gibson Building, Gibson Drive, Kings Hill, West Malling, Kent, ME19 4LZ (**“the Council”**)
- (2) **MAGNUM PARTNERSHIP (BRENCHLEY) LIMITED** incorporated and registered in England and Wales with company number 12851215 whose registered office is at The Meadows, School House Lane, Horsmonden, Tonbridge, TN12 8BW (**“the Owner”**)

BACKGROUND

- (A) The Owner is the freehold owner of the Land with title absolute registered with at HM land Registry under title number K945008.
- (B) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.
- (C) The County Council is a local planning authority for the purposes of the 1990 Act and is a principal council within the meaning of section 270(1) of the Local Government Act 1972 and is the statutory authority responsible for the education, local highways, libraries, Integrated Children’s services, community learning, adult social care, and waste services for the area in which the Land is situated.
- (D) The Application has been made by the Owner to the Council pursuant to the Act for planning permission to carry out the Development.
- (E) The Council having regard to all material considerations resolved at its meeting of its Area 2 Planning Committee on 3 December 2025 that Planning Permission should be granted for the Development subject to the prior completion of this Deed and to the conditions to which the Planning Permission is expressed to be subject.
- (F) The Owner has agreed to enter into this Deed to give the following obligations in the manner hereinafter appearing and agree that the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) are met

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1. INTERPRETATION AND DEFINITIONS

1.1. In this Deed the following expressions shall unless the context otherwise requires have the following meanings:

Act	means the Town and Country Planning Act 1990 as amended;
Adult Social Care Contribution	means the sum of £3,074.96 (three thousand and seventy four pound and ninety six pence payable towards the provision of specialist care accommodation, assistive technology systems and equipment to adapt homes, adapting community facilities, sensory facilities, and Changing Places within the Borough;
All Requisite Consents	means all requisite consents orders agreements authorisations licences and permissions required to implement a scheme/the Scheme;
Application	means the application for full planning permission for the Development which was received by the Council on 7 April 2025 and allocated reference 25/00656/PA;
Borough	means the administrative area of Tonbridge and Malling Borough Council
Commencement of the Development	means the carrying out of a material operation pursuant to the Application as defined in section 56(4) of the Act and all references to Commence , Commenced and Commencement shall be construed accordingly;
Commencement Notice	means the written notice confirming the Commencement of Development referred to in clauses 4.1 and served in accordance with clause 15;
Community Learning and Skills Contribution	means the sum of £581.57 (five hundred and eighty one pounds and fifty seven pence) towards additional equipment and resources for adult education centres serving the Development, including outreach provision;

County Council	means the Kent County Council of Sessions House County Hall, Maidstone, Kent, ME14 1XQ;
County Council Contributions	means the Secondary Education Contribution, the Secondary Education Land Contribution, the Special Education Needs & Disabilities Contribution, the Community Learning and Skills Contribution, the Integrated Children’s Services Contribution, the Library Services Contribution, the Adult Social Care Contribution and the Waste Contribution;
Deed	means this agreement;
Default Interest Rate	means 4% per annum above the Base Rate of the Bank of England and Interest shall be construed accordingly;
Development	means the development of the Land by redevelopment of Student accommodation to provide 17 new homes as set out in the Application and authorised by the Planning Permission;
Dwelling	means a dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission or a Section 73 or section 73A Permission comprised in the Development and “ Dwellings ” shall be construed accordingly;
First Occupation Date	means the date on which the Occupation of any Dwelling begins;
First Occupation Notice	means the written notice confirming the First Occupation Date referred to in clause 4.3 and served in accordance with clause 15;
Head of Planning	means the Head of Planning appointed by the Council;
Homes England:	means the executive non-departmental public body known as Homes England or its statutory successors or agent or its successor statutory body for the relevant function
Index Linked	means that the Public Open Spaces Contribution and County Council Contributions payable under this Deed shall be increased in accordance with the provisions of clause 18

Integrated Children's Services Contribution	means the sum of £1,258.85 (one thousand two hundred and fifty eight pounds and eighty five pence) towards the provision of additional equipment and resources for the Integrated Children's Services in the Borough including outreach provision
Land	means the land against which this Deed may be enforced known as Grove Farm, Maidstone Road, Hadlow, Tonbridge, TN11 0JL which is registered at HM Land Registry under title number K945008 and is shown for identification purposes only edged red on the Plan;
Library Services Contribution	means the sum of £1,064.71 (one thousand and sixty four pounds and seventy one pence payable towards additional resources, equipment and book stock (including reconfiguration of space) at local libraries serving the Development including Hadlow Library;
Occupation	means 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 Occupied and Occupy shall be construed accordingly;
Open Market Dwellings	means all of the Dwellings for sale on the open market;
Payment Notice	means a payment notice in the form attached at Appendix 2
Plan	means the proposed Site plan with drawing number P093 – 001 dated June 2022 and annexed to this Deed at Appendix 1
The Planning Permission	means the planning permission granted by the Council pursuant to the Application and shall include any planning permission granted or obtained in respect of the Planning Permission pursuant to an application relating to the Planning Permission

under sections 73 or 73A of the 1990 Act in accordance with clause 6 of this Deed;

**Practical
Completion**

means the issue of a certificate of practical completion by the Owner or their architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party or their architects;

**Public Open Spaces
Contribution**

means the sum of £45,728 (forty five thousand seven hundred an twenty eight pounds) payable in the following proportions for the purposes set out below:

- a) Parks & Gardens - £14,668 (fourteen thousand six hundred and sixty eight pounds towards Haysden Country Park
- b) Outdoor Sports Facilities - £27,278 (twenty seven thousand two hundred and seventy eight pounds) towards William Field recreation ground
- c) Children's and Young People's Play Areas - £3,582 (three thousand five hundred and eighty two pounds) towards William Field recreation ground

RPI Index

means the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the Council may specify and **RPI Indexed** shall be construed accordingly;

**Secondary
Education
Contribution**

means the sum of £94,982,23 (ninety four thousand nine hundred and eighty two pounds and twenty three pence) towards the establishment of a new 6 FE Secondary School as identified at Broadwater Farm or in the alternative an alternative new secondary school in either the Malling non-selective and Maidstone & Malling selective, or Tonbridge & Tunbridge Wells non-selective education planning groups;

Secondary Education Land	means land to be acquired by the County Council for the new 6 FE Broadwater Farm Secondary School or the alternative site land for a new secondary school in either the Malling non-selective and Maidstone & Malling selective, and Tonbridge & Tunbridge Wells non-selective education planning groups;
Secondary Education Land Contribution	means the sum of £81,361.49 (eighty one thousand three hundred and sixty one pounds and forty nine pence) towards the land acquisition cost for the new 6 FE Broadwater Farm Secondary School or alternative site land for a new secondary school in either the Malling non-selective and Maidstone & Malling selective, and Tonbridge & Tunbridge Wells non-selective education planning groups;
Special Education Needs & Disabilities Contribution	means the sum of £9,517.11 (nine thousand five hundred and seventeen pounds and eleven pence) towards the provision of additional Special Educational Needs and Disabilities (“SEND”) places within new or existing facilities including at Nexus Foundation Special School in Tonbridge to serve the needs of the Development;
Spend	means for the purposes of the paragraph 2.2 of Schedule Two including facilitating the delivery of or applying or spending or allocating or committing or using for the purpose for which the relevant contribution was paid;
Waste Contribution	means the sum of £3,300.21 (three thousand three hundred and twenty one pounds) towards household Waste Recycling Centre and Waste Transfer Station capacity serving the development, including at North Farm Depot, Tunbridge Wells;
Working Day	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2. Clause and schedule 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. A reference to a company shall include any company, corporation or other body corporate, whether and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7. Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8. References to clauses and Schedules are the clauses and Schedules of this Deed.
- 1.9. 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.
- 1.10. References to the Council and the Owner shall include the successors in title and assigns of each party including any local authority successor.
- 1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. LEGAL BASIS

- 2.1. This Deed is made pursuant to section 106 of the Act, section 1 of the Localism Act 2011, section 111 of the Local Government Act 1972 and all other enabling powers.
- 2.2. The obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns.
- 2.3. The obligations contained in this Deed are enforceable by the Council in accordance with section 106 of the Act.
- 2.4. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

3. CONDITIONALITY

This Deed shall come into effect immediately upon completion of this Deed save for the provisions of clauses 4 and 5 which are conditional upon the grant of Planning Permission.

4. COVENANTS TO THE COUNCIL

The Owner covenants with the Council:

- 4.1. to give the Commencement Notice to the Council not less than 10 Working Days before the anticipated Commencement of Development;
- 4.2. to provide evidence to the Council that Commencement of the Development has occurred within 5 Working Days of the actual Commencement of the Development
- 4.3. to give the First Occupation Notice to the Council not less than 10 Working Days before the First Occupation Date; and
- 4.4. to observe and perform the covenants, restrictions and obligations contained in this Deed including the Schedules hereto.

5. COVENANTS BY THE COUNCIL

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in the Second Schedule.

6. SECTIONS 73 AND 73A PERMISSIONS

In the event that an application is made by the Owner to the Council under Section 73 or Section 73A of the Act and consent has been granted for any variation or release of any condition contained in the Planning Permission (or a subsequent permission to which this clause relates) or if any such condition is varied or released (or a subsequent permission to which this clause relates) following an appeal by the Owner under Section 78 of the 1990 Act this Deed (including the Schedule(s) hereto) shall also apply to any development carried out pursuant to such varied planning permission granted pursuant to Section 73 section 73A or 78 of the 1990 Act and the covenants or provisions in this Deed shall be deemed to be accordingly modified to correspond to any such varied permission unless the Council considers that a separate deed pursuant to section 106 and/or s106A of the 1990 Act is required to secure the relevant planning obligations in relation to the new permission.

7. RELEASE

No person shall be liable for any breach of any of this Deed after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest.

8. LOCAL LAND CHARGE

This Deed is a local land charge and shall be registered as such by the Council

9. COSTS

9.1. The Owner shall pay to the Council on or before the date of this Deed the Council's reasonable legal costs together with all disbursements incurred in connection with the preparation, negotiation and completion of this Deed and the sum of £460 (four hundred and sixty pounds) as a contribution towards the Council's costs of monitoring the implementation of this Deed and the sum of £300 (three hundred pounds towards the County Council's costs of monitoring costs).

9.2. For the avoidance of any doubt the costs referred to in this clause 9 do not constitute or purport to constitute planning obligations for the purposes of Section 106 of the Act and are payable pursuant to the other statutory provisions referred to in clause 2.

10. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

11. OWNERSHIP

11.1. The Owner warrants that no person other than the Owner has any legal or equitable interest in the Land.

11.2. The Owner agrees to 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 Deed 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.

12. NO FETTER OF DISCRETION

Nothing (contained or implied) in this Deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

13. WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. AGREEMENTS AND DECLARATIONS

The parties agree that:

- 14.1. nothing in this Deed constitutes a planning permission or an obligation to grant planning permission;
- 14.2. insofar as any clause or clauses of this Deed are held (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed;
- 14.3. this Deed shall cease to have effect (insofar only as it has not already been complied with) if:
 - 14.3.1. 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 the Development PROVIDED THAT in circumstances where a planning permission has been granted under Sections 73 and/or 73A of the Act in respect of the Development and that new planning permission has not been revoked or modified pursuant to s.97 of the Act or quashed or otherwise withdrawn (without the consent of the Owner) or expired prior to its implementation then this Deed shall continue to have legal effect in relation to such new planning permission subject to the provisions in clause 6;
- 14.4. 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 including any new permission granted pursuant to an application by the Owner under Section 73 or 73A of the Act) granted (whether or not on appeal) after the date of this Deed;
- 14.5. Notwithstanding the Third Schedule to this Deed, if the Owner fails to give the notice required by clauses 4.1 and 4.3 above then the Council shall be entitled in its absolute discretion to determine the date of Commencement of Development and the First Occupation Date and shall give notice to the Owner of the Council's determination;
- 14.6. All financial contributions due under the terms of this Deed shall be accompanied by a fully completed Payment Notice.
- 14.7. The obligations contained in this Deed shall not be binding on any statutory undertaker which has acquired part of the Land for purposes connected to their statutory functions necessary for the Development provided always that such statutory undertaker shall not themselves carry out any part of the Development.
- 14.8. The obligations in this Deed shall not be binding upon any person whose interest in the Land is restricted to being an individual purchaser occupier or tenant of any individual Dwelling and their successors in title or their mortgagee provided always that such individual purchaser, including their successors in title or their mortgagee, shall not themselves carry out any part of the Development.

15. NOTICES

- 15.1. Any notice required by this Deed shall be in writing and shall be served on the relevant party at the address set out at the head of this Deed and in the case of the Council shall be marked for the attention of the Head of Planning and quoting the Application reference 25/00656/PA or such other address for service as shall have been previously notified in writing.
- 15.2. Any notice may be given by one of the following means and shall be deemed to be served as described unless the actual time of receipt is proved:
- (a) by recorded delivery, at the time delivery was signed for;
 - (b) by hand deemed served on signature of a delivery receipt provided that if delivery occurs before 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day;
 - (c) For the avoidance of doubt, where proceedings have been issued in an English Court the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

16. THIRD PARTY RIGHTS

It is agreed that nothing in this Deed shall be construed as expressly providing a right for any third party within the meaning of the Contract (Rights of Third Parties) Act 1999 and nothing in this Deed is intended to confer on any third party (whether referred to herein by name class description or otherwise) any benefit or any right to enforce any provision of this Deed.

17. FORWARD FUNDING

If the County Council forward-funds any project facility infrastructure or other expenditure for which a County Council Contribution is payable pursuant to this Agreement from its own resources and/or enters into a commitment to a third party to repay any similar forward-funding provided by that third party (whether in cash and/or in kind) in anticipation of receipt of a County Council Contribution then on receipt of such County Council Contribution the County Council may credit such contribution or payment (including any indexation element and/or interest received thereon) to its own resources and/or repay such third party accordingly and in either case the receipt shall be treated as being immediately expended by the County Council for the purpose for which the forward-funding was expended.

18. INDEXATION

- 18.1. The Public Open Spaces Contribution payable under this Deed shall be increased in accordance with: the following formula:

Amount Payable = Relevant Amount x (A/B)

Where:

Relevant Amount = the payment to be RPI Indexed

A = the figure for the RPI Index which applied when the RPI Index was last published prior to the date that the Relevant Amount is paid under this Deed

B = the figure for the RPI Index which applied when the RPI Index was last published prior to the date hereof

- 18.2. The County Council Contributions payable under this Deed shall be increased in the same proportion as the percentage increase in the All in Tender Price Index between the quarterly index for quarter 1 of 2022 and the quarterly index figure for the date of actual payment

19. DISPUTES

- 19.1. If in connection with this Deed there shall arise a claim or dispute or difference (including unreasonable delay in providing approval, authority, consent or direction or some other decision or payment required by this Deed) the relevant parties shall first attempt to negotiate a solution.
- 19.2. If matters remain unsolved (as evidenced by the service of a written notice by one party on the other(s)) the parties shall refer the matter as follows:
- 19.2.1. where the difference or dispute relates to the construction or interpretation of this Deed, be referred to the determination (as an expert and not as an arbitrator) of an independent leading conveyancing/planning counsel agreed upon by the parties in dispute but in default of such agreement appointed by the President of the Law Society of England and Wales on the application of any of the parties in dispute;
- 19.2.2. where the difference or dispute relates to the carrying out of works or construction be referred to the determination (as expert and not as an arbitrator) of an independent Chartered Surveyor or Civil Engineer as appropriate being a partner or director practising in a leading firm of surveyors or civil engineers based in the South East of England or London and experienced in the matter in dispute agreed upon by the parties in dispute but in default of that agreement appointed by the President of the Royal Institution of Chartered Surveyors or the Institution of Civil Engineers as appropriate on the application of any of the parties in dispute PROVIDED that where a contract for the relevant works has been let and provides that the dispute or difference under it shall be referred to arbitration or the court any such dispute or difference which may arise between the parties in connection with those works shall be determined likewise.

- 19.3. If the parties in dispute shall fail to agree on the nature of the difference or dispute between them then any of them may apply to the President of the Law Society to appoint an independent solicitor being a partner in a leading firm of solicitors practising in the South East of England or London to decide (as expert and not as arbitrator) in relation to any such matter which of clauses 19.2.1 or 19.2.2 hereto is applicable.
- 19.4. Except as aforesaid any expert appointed pursuant to clauses 19.2.1 or 19.2.2 or any other person shall:
- (a) on their appointment serve written notice thereof on the parties in dispute;
 - (b) consider any written representations by or on behalf of those parties which are received by them within twenty working days of such service and immediately forward a copy of the written representation of one party to the other party;
 - (c) allow both parties to the dispute an opportunity of commenting in writing on the other party's representations within twenty working days of receipt by the other party thereof;
 - (d) have an unfettered discretion to determine the reference to them;
 - (e) serve notice of their determination as soon as they have made it;
 - (f) give full and clear reasons for their decision;
 - (g) be paid their proper fee and expenses in connection with such reference by the parties in dispute in equal shares or in such shares as they may determine and their determination shall be final and binding on the parties in dispute (save in the case of manifest error) PROVIDED THAT if any such expert shall die become insolvent or of unsound mind or if either of the parties in dispute shall serve on them written notice in their opinion they have unreasonably delayed making their determination they shall be ipso facto discharged and be entitled only to their reasonable expenses prior to such discharge and another person shall be appointed in their place as such expert.
- 19.5. The provisions of this clause shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

20. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

21. GOVERNING LAW

This Deed shall be governed by and interpreted in accordance with the law of England.

IN WITNESS whereof the parties hereto have duly executed this Deed on the day and year first before written.

FIRST SCHEDULE
COVENANTS BY THE OWNER

The Owner covenants with the Council as follows:

1. Contributions to the Council

- 1.1. To pay to the Council prior to first Occupation of the Development the Public Open Spaces Contribution and such sums shall be Index Linked.
- 1.2. Not to Occupy the Development unless and until the Public Open Spaces Contribution have each been paid to the Council pursuant to paragraph of this Schedule .
- 1.3. If the Public Open Spaces Contribution are not paid to the Council on or before the relevant payment date, to pay to the Council in addition Interest from the relevant payment date until the actual date of payment pursuant to clause 10 and any such interest shall be treated as part of the Public Open Spaces Contribution.

2. Contributions to the County Council

- 2.1. To pay to the Council prior to the first occupation of the Development the County Council Contributions and such sums shall be Index Linked.
- 2.2. Not to Occupy the Development unless and until the County Council Contributions have each been paid to the Council pursuant to paragraph 2.1 of this Schedule.
- 2.3. If the County Council Contributions are not paid to the Council on or before the relevant payment date, to pay to the Council in addition Interest from the relevant payment date until the actual date of payment pursuant to clause 10 and any such interest shall be treated as part of the County Council Contributions.

SECOND SCHEDULE
COVENANTS BY THE COUNCIL

1. Covenants by the Council regarding the Public Open Spaces Contribution

The Council covenants with the Owner as follows:

- 1.1. To use Public Open Spaces Contribution for their stated purpose and for no other purpose.
- 1.2. In the event that the Public Open Spaces Contribution (or any part of it) has not been spent or committed for expenditure by the Council within 10 (ten) years of the date of payment of the Public Open Spaces Contribution, the Council shall upon written request by the person who paid the Public Open Spaces Contribution return such part of the Council Contributions which has not been spent or committed for expenditure to the person who paid the contribution, together with any interest accrued thereon.

2. Covenants by the Council regarding the County Council Contributions

The Council covenants with the Owner as follows:

- 2.1. To use each of the County Council Contributions for their stated purpose and for no other purpose.
- 2.2. To transfer the County Council Contributions (or any part thereof) to the County Council if the Council is satisfied that the County Council will Spend the County Contributions on the purposes stated in this Deed or for such other purposes for the benefit of the Development as the Owner and the Council in consultation with the County Council may otherwise agree and the Council further covenants with the Owner (hereinafter in this paragraph deemed to refer to the person who made the relevant payment) to upon written request return to the Owner any part of the County Council Contributions which have not been so transferred to the County Council within ten (10) years from the date of payment.

THIRD SCHEDULE

Updated Viability Assessment

The parties to this Deed agree that this Third Schedule will only apply where Commencement of the Development has not occurred within 12 months from the date of this Deed.

Unless the context otherwise requires the terms and expressions used in this Schedule shall have the meanings defined in clause 1.1 of this Deed where necessary and also in the Definitions section below:

Definitions

Affordable Housing	means housing for sale or rent, for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is for essential local workers)
Developer Contributions	means the a financial contribution payable pursuant to paragraph 1.6.2 and which shall be put toward to provision of Affordable Housing within the administrative area of the Council
External Consultant	means the external consultant(s) appointed by the Council to assess the information submitted pursuant to paragraph 1.4 of this schedule
Updated Viability Assessment	means a financial viability assessment that is prepared using the same methodology as the financial viability assessment as submitted with the Planning Application but updated respectively to reflect accurately the financial viability position as at the time of its preparation

The Owner covenants with the Council as follows:

1. Submission and assessment of the Viability Information
- 1.1 Following the Owner's notification pursuant to clause 4.2 of this Deed, the Owner shall afford the Council access to the Land to inspect and assess whether or not the Development has

been Commenced PROVIDED ALWAYS THAT the Council shall:

- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
- (b) comply with relevant health and safety legislation; and
- (c) at all times be accompanied by the Owner or its agent.

- 1.2 If the Council notifies the Owner that the Council considers that the Commencement has not been achieved then clause 4.2 and paragraph 1.1 of this schedule shall continue to apply mutatis mutandis until the Council has notified the Owner that Commencement has been achieved
- 1.3 Where Commencement has not occurred before the expiry of 12 months from the date of this Deed (the Target Date) as determined by the Council or pursuant to dispute resolution in accordance with clause 19 of this Deed or if so notified by the Owner then the Owner shall submit the Updated Viability Assessment within 40 Working Days of being notified by the Council or of being notified by of the Expert pursuant to clause 19 or of the Owner's own notification under this paragraph 1.3, as the case may be .
- 1.4 The Council may appoint an External Consultant to assess the Updated Viability Assessment pursuant to paragraph 1.3 of this schedule
- 1.5 In the event that the Council and/or any External Consultant requires further information or supporting evidence to make the assessment pursuant to paragraph 1.4 of this schedule then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or any External Consultant (as applicable) has all the information it reasonably.
- 1.6 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 1.3 of this schedule, the Council shall notify the Owner in writing of the Council's decision as to whether a Developer Contribution is required.
- 1.6.1 Where the Owner disagrees that a Developer Contribution is required the Owner may seek a determination by the Expert pursuant to clause 19 of this Deed.
- 1.6.2 If the Council or its External Consultant or the Expert determines (as the case may be) that the Developer Contribution is payable the Owner shall pay the Developer Contribution to the Council no later than 10 Working Days of receipt of a written request for payment.
- 1.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the Updated Viability Assessment and any information pursuant to paragraph 1.5

of this schedule and which shall include those of the External Consultant within 10 Working Days of receipt of a written request for payment.

APPENDIX 1
THE PLAN

**APPENDIX 2
PAYMENT NOTICE**

PAYMENT NOTICE

Payment of monies due under a Section 106 Planning Obligation

Payment to be made by/on behalf of:

Development at:

Agreement dated:

Planning application reference number:

Obligation in Agreement (Please continue on a separate sheet if necessary):

(a) Description of Contribution(s) and clause no(s):	
(b) Amount of Contribution(s) due:	
(c) Amount of interest due on Contribution(s) :	
(d) If applicable, the amount of interest due on Contribution(s):	
(e) Date upon which the Contribution(s) became due:	
(f) Method of Payment:	

THE COMMON SEAL of
TONBRIDGE AND MALLING BOROUGH COUNCIL
was affixed to this Deed
in the presence of:-

Authorised Officer

Executed as a deed by
MAGNUM PARTNERSHIP (BRENCHLEY) LIMITED
acting by a director in the presence of:

Signature of Director:.....

Name of director:.....

Signature of witness:.....

Name (in BLOCK CAPITALS):.....

Address:.....