

THIS DEED is dated the

day of

2006

BETWEEN

A PEAK DISTRICT NATIONAL PARK AUTHORITY (“the Authority”)
of Aldern House Baslow Road Bakewell Derbyshire DE45 1AE

B (“the Owner”) of

*NB Amend Owner to or add Applicant if different from Owner
(If applicable)*

C (“the Applicant”)

D (“the Mortgagee”) of

NOW THIS DEED WITNESSES AS FOLLOWS:

1. INTRODUCTION

- 1.1 The Authority is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated and by whom the Obligations created by this Deed are enforceable.
- 1.2 The Owner is registered as the owner of the freehold of the Land with title absolute under title number [add title number][Subject to a registered charge dated INSERT DATE in favour of the Mortgagee].
- 1.3 The Owner [or Applicant] has by the Planning Application applied to the Authority for permission to carry out the Development.
- 1.4 The Authority has decided to grant planning permission for the Development in accordance with the Planning Application subject to conditions and subject to the making of this Deed without which planning permission for the Development would not have been granted. The Obligations are intended to maintain the affordability of the Affordable Dwelling in perpetuity.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Deed;

“Act” means the Town and Country Planning Act 1990
“Adjoining Parish” means any parish contiguous to the Parish insofar only as the Parish and any Adjoining Parish are

situate within the boundary of the Peak District National Park.

“Affordable Dwelling”	means the unit of residential accommodation (or any one of them) to be erected/converted on the Land in accordance with the Planning Permission that will be available to persons who cannot afford to buy or rent houses generally available on the open market and who satisfy the occupancy restrictions contained in this Deed
“Agreed Letting”	means the letting of the Affordable Dwelling to a Tenant in compliance with the terms of this Deed.
“Approved Selling Price”	means a freehold valuation of the Affordable Dwelling subject to the Local Occupancy Restriction as determined by the District Valuer in accordance with the provisions of this Deed
“Assured Shorthold Tenancy”	means an Assured Shorthold Tenancy under the Housing Act 1988 (or subsequent revision replacement or amendment of the same)
“Assured Tenancy”	means an Assured Tenancy under the Housing Act 1988 (or subsequent revision replacement or amendment of the same)
“Authority”	includes the successors to the Authority as local planning authority
“Cascade Provisions”	refers to the provisions set out in Paragraphs 4.2 and 4.3 (and any sub-paragraphs) of this Deed
“Commencement of Development”	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly.
“Curtilage”	means the boundary of the land for which the

	<p>Planning Permission is to be granted pursuant to the Planning Application shown for identification purposes edged blue on the Plan</p>
“Development”	<p>means the development authorised by the grant of the Planning Permission.</p>
“District Valuer”	<p>means a District Valuer appointed by the Valuation Office Agency for the area within which the Affordable Dwelling is situated.</p>
“First Occupier”	<p>means the first occupier of the Affordable Dwelling following completion of the construction/conversion of the Affordable Dwelling</p>
“First Occupation”	<p>means the date the First Occupier occupies the Affordable Dwelling</p>
“Floor Space Guidelines”	<p>means the floor space guidelines published in the Relevant Development Plan Documents or Supplementary Planning Guidance Document in force at the time of the grant of Planning Permission (or any subsequent revisions, replacements or amendments to the same).</p>
“Freehold Valuation”	<p>means a valuation of the Affordable Dwelling if sold upon the open market as a freehold estate without the Local Occupancy Restriction.</p>
“Housing Corporation”	<p>means the housing corporation within the meaning of Part 3 of the Housing Association Act 1985, being a public body whose role is to regulate and fund Registered Social Landlords (or any statutory successor or successor recognised as such by government).</p>
“Land”	<p>means the land (together with any buildings thereon) known as [insert details] against which this Deed may be enforced and shown for identification purposes only edged blue on the Plan</p>
“Letting”	<p>means the letting of the Affordable Dwelling to a tenant on an Assured Shorthold Tenancy Assured Tenancy or periodic tenancy (upon payment of rent not exceeding the Target Rent) without payment of a premium or fine.</p>
“Local Occupancy Restriction”	<p>means the restrictions upon occupation of the Affordable Dwelling imposed by this Deed</p>

“Local Plan”	means the Peak District National Park Authority Local Plan 2001 (or any subsequent Local Development Framework under the Planning and Compulsory Purchase Act 2004) including any amendments alterations revisions or replacements of the same.
“Local Qualification Provisions”	means a person who (immediately prior to taking occupation) falls within one or more of the following categories: <ul style="list-style-type: none"> <li style="margin-bottom: 1em;">(i) a person (and his or her dependants) currently resident in the Parish whose permanent residence for the last 10 consecutive years has been in the Parish or an Adjoining Parish <li style="margin-bottom: 1em;">(ii) a person (and his or her dependants) not now resident in the Parish but with a strong local connection with the Parish, including a period of permanent residence of 10 years or more within the last 20 years; (iii) a person who has an essential functional need to live close to his or her work in the Parish or an Adjoining Parish.
“Obligations”	means the obligations contained in the Schedules to this Deed
“Occupation” and “Occupied”	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 relating to security operations
“Open Market Rental”	means the open market rental for the Affordable Dwelling if let upon an Assured Shorthold Tenancy, Assured Tenancy or other periodic tenancy from year to year or less free from the Local Occupancy Restriction.
“Over Investment”	means any expenditure on the Affordable Dwelling, fixtures, fittings and Curtilage that cause the Total Build Costs to exceed the Total Cost Indicator applicable at the date of the Planning Permission for;

	a) the construction/conversion of the Affordable Dwelling (including the site acquisition and all other associated costs) or
	b) any subsequent extensions or alterations to the Affordable Dwelling or its Curtilage including those permitted by the Authority in writing.
“Parish”	means the parish in which the Affordable Dwelling is situate.
“person”	means an individual and not a body corporate or unincorporated body
“Plan”	means the plan attached to this Deed
“Planning Application”	means the planning application submitted by the Applicant on [] and registered with the Authority on [] for [details to be inserted]
“Planning Permission”	means the planning permission subject to conditions to be granted by the Authority for the Development granted pursuant to the Planning Application a draft of which is contained in the Second Schedule of this Deed
“Proven Need For”	
“Accommodation”	means that a prospective occupier of the Affordable Dwelling satisfies the Local Qualification Provisions and is ;
	(a) in need of accommodation of the size and type of the Affordable Dwelling as a result of being either;
	(i) a person (and his or her dependents) who is living in accommodation which is overcrowded or in the opinion of the Authority otherwise unsatisfactory or
	(ii) a person (and his or her dependents) who is setting up a household for the first time or
	(iii) a person who has an essential need to live close to another person who has a minimum of 10 years residence in the parish, the essential need arising from age or infirmity and
	(b) the need cannot be met within the existing housing stock at a price similar to that of the proposed Affordable Dwelling.

(c)	Where a successor in title of the Owner is a Registered Social Landlord, the prospective occupier qualifies for the occupation of the Affordable Dwelling in accordance with both this Deed and the letting regulations of that Registered Social Landlord.
“Registered Social Landlords”	means a social landlord as defined in and registered in accordance with Part 1 Chapter 1 of the Housing Act 1996.
“Sale”	means the transfer of the freehold of the Affordable Dwelling (whether or not for valuable consideration)
“Supplementary Planning Guidance”	means the published Supplementary Planning Guidance adopted by the Authority in July 2003 to supplement and clarify the wording of the Local Plan (including any subsequent guidance documents adopted by the Authority replacing revising modifying or amending the same).
“Target Rent”	means the target rent published by the Authority from time to time as being the maximum permitted rent for the Affordable Dwelling (based upon the target rents charged by other housing associations and Registered Social Landlords within the Peak District National Park)
“Tenant”	means a tenant of the Affordable Dwelling under the terms of an Agreed Letting
“Total Build Costs”	means the total costs incurred by the [Applicant] or Owner in completing the Development including (but not limited to) the costs of Land acquisition, infrastructure and services.
“Total Cost Indicator”	means the cost allowances (as used by the Housing Corporation from time to time) to establish the estimated costs of building dwellings for social housing schemes in different parts of the country.
“Total Floor Area”	means the total floor area of the Affordable Dwelling as defined in the Housing Corporation TCI Guidance Notes 2004/2005 (or subsequent revisions or amendments to the same)

“Valuation Report”

means a valuation report prepared by the District Valuer in a form agreed by the Authority or any review of the same by the Authority

3. CONSTRUCTION OF THIS DEED

- 3.1 Where in this Deed reference is made to clause, paragraph, or schedule or recital such reference (unless the context requires otherwise) is a reference to a clause paragraph or schedule or recital in this Deed
- 3.2 References to any party to this Deed shall include the successors in title to that party and any deriving title through or under that party and in the case of the Authority the successors to their respective statutory functions
- 3.3 Where 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 all of them jointly and against each individually unless there is an express provision otherwise
- 3.4 Words of the masculine gender include the feminine and neuter genders
- 3.5 Words importing the singular shall be construed as importing the plural and vice versa unless stated otherwise.
- 3.6 The clause and paragraph headings in the body of this Deed and in the Schedule do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 3.7 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 deriving validity from it.

4. LEGAL BASIS

- 4.1 This Deed is made pursuant to section 106 of the Act as amended and all other powers and enabling enactments which may be relevant for the purpose of giving validity thereto or facilitating the enforcement of the obligations herein contained with the intent to bind the Owner's interest in the Land. Covenants in this Agreement falling within the provisions of s106 of the Act shall be deemed to be expressed to be planning obligations to which the said section shall apply.

5. THE OWNER'S OBLIGATIONS

- 5.1 The Owner covenants with the Authority as set out in the Third Schedule

6. THE AUTHORITY'S OBLIGATIONS

6.1 The Authority covenants with the Owner as set out in the Fourth Schedule

7. MISCELLANEOUS

7.1 *The Owner shall pay to the Authority on completion of this Deed the reasonable legal costs of the Authority incurred in negotiation, preparation and execution of this Deed.
ONLY IF MORE THAN ONE PROPERTY*

7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

7.3 This Deed shall be registrable as a local land charge by the Authority

7.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Authority under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Authority by the Head of Development Control (or other officer duly authorised by the Authority to give such a certificate)

7.5 Any notices shall be deemed to have been properly served if sent by first class post to the principal address or registered office (as appropriate) of the relevant party.

7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if 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 Development.

7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.9 Prior to or upon completion of this Deed the Owner shall provide the Authority with a completed HM Land Registry Form RX1 (or any subsequent revisions amendments or

replacements of the same) signed by the Owner and thereby authorises the Authority to register a restriction at HM land Registry in respect of the Land in the following terms;

“No disposition of the registered estate [other than by a charge] by the proprietor of the registered estate is to be registered without a certificate signed by the Head of Development Control of the Peak District National Park Authority of Aldern House Baslow Road Bakewell Derbyshire DE45 1AE (or other officer duly authorised by the Authority to give such a certificate) confirming that the provisions of this Deed have been complied with to the satisfaction of the Authority.”

7.10 The Applicant shall be responsible for all Land Registry fees in connection with the registration of the above restriction.

8. MORTGAGEE'S CONSENT

8.1 [The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner].

9. WAIVER

9.1 No waiver (whether expressed or implied) by the Authority or Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Authority or Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

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

FIRST SCHEDULE

[Details of the owner's title and description of the Land]

SECOND SCHEDULE

[FORM OF NOTICE OF PLANNING PERMISSION ATTACHED]

THIRD SCHEDULE

THE OWNER'S COVENANTS

The Owner covenants with the Authority as follows:-

1. LOCAL OCCUPANCY RESTRICTION

- 1.1 Not to cause or permit the Affordable Dwelling to be occupied by any person other than one who satisfies the Local Qualification Provisions (or where applicable the Cascade Provisions).
- 1.2 Not to cause or permit (other than by mortgage or legal charge) the disposal of the Affordable Dwelling or the transfer of any estate or interest therein except by way of a Sale or an Agreed Letting in both cases at a price or rental that reflects the terms of this Deed.
- 1.3 Not to permit the Affordable Dwelling to be occupied by a person other than one who is occupying the Affordable Dwelling as his sole residence

2. FIRST VALUATION

- 2.1 Immediately following completion of the Development when the Affordable Dwelling is fit for occupation the Owner shall write to the Authority requesting that the Authority instruct the District Valuer to prepare a Valuation Report to provide (a) a Freehold Valuation and (b) an Approved Selling Price in the case of a freehold and (c) an Open Market Rental valuation in respect of any letting. The District Valuer will prepare his valuations as an expert not as an arbitrator.
- 2.2 The Owner will be responsible for payment of all fees and expenses of the District Valuer.
- 2.3 In the event of the Owner not requesting that the Authority to instruct the District Valuer in accordance with the above provisions, the Authority shall be at liberty to instruct the District Valuer and the costs of this Valuation Report will be repaid to the Authority by the Owner.
- 2.4 In determining the (a) Freehold Valuation (b) Approved Selling Price or (c) Open Market Rental the District Valuer shall disregard any Over Investment.

3. RESTRICTION ON FREEHOLD TRANSFER

- 3.1 Before initiating any Sale of the Affordable Dwelling the Owner shall again write to the Authority giving details of the proposed Sale and repeat the procedure for obtaining a

Freehold Valuation and Approved Selling Price in accordance with clause 2 (and its sub-clauses above)

- 3.2 The Owner having received the further Valuation Report may then proceed with the Sale of the Affordable Dwelling at a price not exceeding the Approved Selling Price. A copy of the Valuation Report shall be made available to all parties interested in the Sale.
- 3.3 The Owner shall not ask for nor accept any consideration for a Sale of the Land/Affordable Dwelling in excess of the Approved Selling Price.
- 3.4 Prior to agreeing any Sale of the Affordable Dwelling the Owner must provide the Authority with the name and address of the proposed purchaser together with evidence, sufficient to satisfy the Authority, that the proposed purchaser satisfies the Local Qualification Provisions or (if applicable) the other Cascade Provisions referred to in paragraphs 4.2 and 4.3 (and their sub-clauses) below and that the provisions relating to local advertising contained in clauses 4.1 and 4.2 (and their sub-clauses) of this Deed have been complied with.
- 3.5 Upon the completion of any Sale or disposal of the Affordable Dwelling the Owner will forthwith supply to the Authority a certified copy of the instrument of disposal.

4. LOCAL ADVERTISING

- 4.1 Before any Sale or Letting of the Affordable Dwelling:
 - 4.1.1 the Owner shall endeavour to sell or rent to a person within the Parish or an Adjoining Parish satisfying the Local Qualification Provisions and advertise (in the case of a proposed Sale) that the Affordable Dwelling is for Sale at a price not exceeding the Approved Selling Price or (in the case of a proposed letting) that the Affordable Dwelling is available for letting at a rental not exceeding the Target Rent. The Affordable Dwelling must be advertised at least every four weeks in at least two newspapers circulating within the Parish and the Adjoining Parishes (or subsequently where the provisions of subparagraph 4.2 below applies the Peak District National Park or Adjoining Parishes outside of its boundary as appropriate). The advertisement must clearly identify the Affordable Dwelling as being available only to those people who satisfy the Local Qualification Provisions (or where applicable the Cascade Provisions). Copies of such advertisements must be provided to the Authority if requested.
 - 4.1.2 In the case of a proposed Sale or Letting the Owner shall also copy any advertisement of the proposed Sale or Letting to (a) the parish council of the Parish (b) the Parish Councils of the Adjoining Parishes (c) the Housing Authority for the municipal district in which the Affordable Dwelling is situated (d) any housing association operating within the area in which the Affordable Dwelling is situated and (e) any other housing associations or

Registered Social Landlords nominated by the Authority. A list of the relevant housing associations/Registered Social Landlords will be provided by the Authority upon request. Copy letters should make clear who has been included in the circulation and that recipients are free to inform those that they consider may have an interest in the Affordable Dwelling

CASCADE PROVISIONS

4.2 All prospective occupiers of the Affordable Dwelling (other than the First Occupier) are to be selected in accordance with the following priorities and in the following order;

4.2.1 Firstly, a person who qualifies in accordance with the Local Qualification Provisions.

4.2.2 Secondly, if no such person is found within a period of not less than 6 months of the advertisement of the Sale or Letting of the Affordable Dwelling (in accordance with clauses 4.1 and its sub-clauses) the Affordable Dwelling is to be re-advertised in the same way and those who satisfy the Local Qualification Provisions in contiguous parishes and those in the Parish or adjoining Parishes who have a residency of 5 years rather than 10 years will qualify.

4.2.3 Thirdly, if no such person (as is mentioned in sub-paragraph 4.2.2 above) is found within a further period of not less than 6 months following the re-advertisement mentioned in sub-paragraph 4.2.2 above, then a person who would qualify in accordance with the Local Qualification Provisions if they were amended so that instead of "Parish" and "the Adjoining Parish" the words "the Peak District National Park" were substituted or, in the absence of such a person, to a person who would qualify in accordance with the Local Qualification Provisions if they were amended so that the words "a part of a rural parish split by the National Park boundary but lying outside that boundary or a rural parish lying outside but adjacent to the said boundary" were substituted instead of "the Parish" and "the Parish or an Adjoining Parish".

4.3 PROVIDED THAT (for the avoidance of doubt) the Cascade Provisions shall apply afresh in the case of each proposed Sale or Letting of the Affordable Dwelling.

5. OCCUPANCY RESTRICTION FOR FIRST THREE YEARS

5.1 Where the First Occupier of the Affordable Dwelling is the Owner/Applicant that person shall:

5.1.1 satisfy the Local Qualification Provisions **and**

5.1.1 establish a Proven Need for Accommodation **and**

5.1.2 occupy the Affordable Dwelling for a period of not less than 3 years, unless the Authority shall at the request of the First Occupier approve in writing a shorter

period of occupation on the ground that overriding unforeseen circumstances have arisen.

5.2 Any Tenant of the Affordable Dwelling during the period of three years from the date of First Occupation shall:

5.2.1 satisfy the Local Qualification Provisions (and where applicable Cascade Provisions) **and**

5.2.1 establish a Proven Need for Accommodation

5.3 Thereafter the occupation of the Affordable Dwelling shall be restricted to a person or persons who accord with the Cascade Provisions.

6. RESTRICTIONS ON LETTING

6.1 To ensure that any Tenant of the Affordable Dwelling accords with the Local Qualification provisions (or where applicable the Cascade Provisions) and to ensure that the rent does not exceed the Target Rent no Letting shall be permitted unless and until the Authority have approved in writing;

6.1.1 the terms of the proposed tenancy agreement

6.1.2 the proposed rent (including any reviewed rent) and

6.1.3 the intending tenant.

6.2 Prior to agreeing any Letting of the Affordable Dwelling the Owner covenants to provide the Authority with:

6.2.1 the name and address of the intending tenant together with evidence, sufficient to satisfy the Authority, that the intending tenant satisfies the Cascade Provisions and where applicable has a Proven Need for Accommodation

6.2.2 a draft copy of the proposed tenancy agreement. The said tenancy agreement must comply with the terms of this Deed and in particular must include inter alia, (a) a clause prohibiting any assignment or sub-letting in breach of the Local Occupancy Restriction and (b) a rent review clause that does not conflict with the provisions of this Deed, (namely that any reviewed rent must not exceed the Target Rent at the time of review).

6.2.3 details of the proposed rent to be charged.

6.3 Prior to agreeing any rent review under the terms of the tenancy agreement approved under clause 6.1 the Owner covenants to obtain the approval of the Authority to the proposed reviewed rent.

7. RESTRICTIONS ON EXTENSIONS/ALTERATIONS

- 7.1 Not to execute, undertake or permit or allow any extensions or alterations to the Affordable Dwelling or its Curtilage without the prior consent of the Authority including (but not limited to) any of the following:-
- 7.1.1 any extensions or alterations to the Affordable Dwelling that result in the Total Floor Area exceeding the Floor Space Guidelines. (For the avoidance of doubt no internal or external alterations will be permitted which result in the total floor space of the Affordable Dwelling or any Affordable Dwelling within the Development exceeding 87 square metres.).
 - 7.1.2 any conversion of storage or roof space into a space to be used for other purposes
 - 7.1.3 any merging or uniting of the Affordable Dwelling with any other property or building
 - 7.1.4 any internal alterations to the Affordable Dwelling to the extent that they affect the Affordable Dwelling's ability to accommodate the number of persons for which it was designed (and as agreed in the original or any subsequent planning permissions).
- 7.2 The Owner shall not seek to use any of the following as a means of seeking the removal of the Local Occupancy Restriction;
- 7.2.1 any consent given by the Authority for the alterations referred to in clause 7.1
 - 7.2.2 any Over Investment
 - 7.2.3 any under occupancy of the Affordable Dwelling (such that the Affordable Dwelling would then fall outside the Floor Space Guidelines).
- 7.3 Notwithstanding any immunity gained through continuous breach of any planning condition the Authority expect the provisions of this Deed to prevail in respect of the valuation of the Affordable Dwelling and the Authority will enforce this deed as necessary to prevent the Dwelling being developed or used in breach of the s106 Obligations.
- 7.4 The Owner agrees to waive all rights to compensation under s108 of the Act.

8. REQUIREMENT TO PROVIDE INFORMATION

- 8.1 To assist the Authority in monitoring affordable housing within the Peak District National Park and to enable it to fulfil its statutory functions the Owner covenants to fully respond to requests for information from the Authority regarding the occupation or use and development of the Affordable Dwelling within 30 days of receipt of a written request for the same (or such longer period as the Authority may agree in writing).

9. RESOLUTION OF DISPUTES

- 9.1 All differences and questions which arise between the Authority the Owner [**or Applicant**] (or any of them) concerning or arising out of the provisions of this Deed (but not otherwise) shall be referred to and determined by an independent person in accordance with the following sub-clauses of this clause.
- 9.1.1 In the case of a difference or question regarding the interpretation of any of the said clauses it shall be referred to a solicitor or barrister agreed upon by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Law Society.
- 9.1.2 In the case of any other difference or question it shall be referred to a suitably QUALIFIED chartered surveyor with not less than 10 years experience in dealing with such matters agreed upon by the parties to the dispute but in default of agreement appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors.
- 9.1.3 The parties to the dispute shall be entitled to agree in writing that any such reference to a solicitor or barrister or chartered surveyor shall be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding but otherwise it shall be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996.
- 9.1.4 If any solicitor barrister or chartered surveyor shall act as an expert pursuant to the terms of this clause then any party to the dispute shall be entitled to submit to him written representations and cross representations with such supporting evidence as they shall respectively consider necessary and he shall have regard thereto in making his decision which he shall deliver in writing and the reference to him shall include authority to determine in what manner all the costs of the referral shall be paid.

FOURTH SCHEDULE

10. AUTHORITY'S OBLIGATIONS.

The Authority covenants as follows:-

- 10.1 The Authority shall grant the Planning Permission as soon as practicable following the completion of this Deed.
- 10.2 Save as otherwise provided in this Deed any approval in writing or consent to be given by the Authority in connection with this Deed shall be given within 30 days of receipt by the Authority of such a request.
- 10.3 The Authority shall publish details of the Target Rents to be used on any Agreed Lettings such rents to be reviewed annually on 1st April. Details of the Target Rents approved by the Authority are available from the offices of the Authority at Aldern House Baslow Road, Bakewell Derbyshire DE45 1AE.
- 10.4 Nothing in this Deed shall be construed as preventing or restricting the exercise by the Authority of the powers vested them or in either of them by the Act or any other statutory power.

EXECUTED AS A DEED by the parties on the date which first appears in this Agreement

The COMMON SEAL of)
PEAK DISTRICT NATIONAL PARK AUTHORITY)
was affixed to this deed in the presence of)

Authorised Signatory

DATED

2006

PEAK DISTRICT NATIONAL PARK AUTHORITY

and

[NAME OF OWNER/APPLICANT]

PLANNING OBLIGATION BY DEED

under s106 of the town and Country Planning Act 1990 relating to the {development}

B. H. Primhak
Head of Law
Peak District National Park Authority
Aldern House
Baslow Road
Bakewell
Derbyshire
DE45 1AE