

DATED

4th November

2025

EASTLEIGH BOROUGH COUNCIL

and

RUPERT LLEWELYN HULME AND NATASHA MADELINE HULME

AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 relating to land at Inwood Cottage, Winchester Road, Southampton SO32 1HH

Head of Legal Services
Eastleigh Borough Council
Eastleigh House
Upper Market Street
EASTLEIGH
SO50 9YN
File ref 14398

THIS DEED is made on

4th November

2025

BETWEEN

- (1) EASTLEIGH BOROUGH COUNCIL of Eastleigh House Upper Market Street
Eastleigh Hampshire SO50 9YN ("the Council")
- (2) RUPERT LLEWELYN HULME and NATASHA MADELINE HULME of Inwood
Cottage, Winchester Road, Upham, Southampton SO32 1HH ("the Owner")

RECITALS

- (1) The Council is the local planning authority for the purposes of the Act for the
area within which the Site is situated
- (2) The Owner is the freehold owner of the Site forming part of HM Land Registry
title HP238951
- (3) The Owner has by written application numbered F/25/98836 and dated 30
January 2025 ("the Application") applied to the Council for Planning Permission
for the Development of the Site
- (4) The Council is desirous of granting planning permission for the Development of
the Site subject to the conditions contained in the Planning Permission and
subject to the Owner and the Developer entering into this Deed
- (5) The parties hereto are satisfied that the agreement is to the benefit of the public
and that the obligations contained herein are:

a. Necessary to make the development acceptable in planning terms;

and

b. directly related to the development; and

c. fairly and reasonably relate in scale and kind to the development in
accordance with Regulation 122 CIL

and the BNG Area provides a BNG which satisfies the requirements of
Schedule 7A of the Act

Interpretation

1. The following definitions and rules of interpretation apply in this deed:

1.1 Definitions

"the Act"	means the Town and Country Planning Act 1990
"BNG"	means Biodiversity Net Gain
"BNG Area"	means the area within the Site shown edged red on the Site Plan annexed hereto and marked "BNG land"
"BNG Commencement Date"	means the date upon which the Habitat Creation and Enhancement Works have commenced
"BNG Monitoring Contribution"	means the sum of thirteen thousand four hundred and eighty five pounds (£13,485.00) to be paid to the Council towards the Council's costs of monitoring compliance as required by conditions of the Planning Permission and approved by the Council in accordance with Schedule Two of this Deed
"Commencement of Development"	means the carrying out in relation to the Development of any material

operation as defined by section 56 (4) of the Act but disregarding for the purposes of this deed and for no other purposes, the following operations:

- works associated with the construction of temporary access to the Site
- Site clearance
- Site preparation;
- Archaeological investigations and evaluation;
- Ecological mitigation works
- Evaluation and investigation for the purposes of assessing contamination and any remedial action in respect of any contamination;
- Noise mitigation bunds and any associated landscaping
- Diversion of any Services/ associated works
- Evaluation and investigation for the purposes of assessing contamination and any remedial action in respect of any contamination;

and the expressions "commenced", "commence", "commencing" and

"commences" shall be construed accordingly

"Default Interest Rate"

means interest at four percent (4%) above the base lending rate of Barclays Bank Plc from time to time

"Development"

Erection of stables to replace field shed

"Habitat Creation and Enhancement Works"

means the habitat creation and enhancement works set out in the HMMP (excluding any management or monitoring activities specified in the HMMP)

"Habitat Creation and Enhancement Works Completion Date"

means the date of completion of the Habitat Creation and Enhancement Works

"HMMP"

means the document titled 'Habitat Management and Monitoring Plan' as required by the conditions of the Planning Permission and approved by the Council

"Monitoring Report"

means a written report prepared by an appropriately qualified ecologist which provides an assessment of the performance and efficacy of the HMMP in the 12 month period preceding the relevant Monitoring Report Date

"Monitoring Report Date"

means the second, third, fifth, tenth, fifteenth, twentieth, twenty-fifth and thirtieth anniversaries of the Habitat Creation and Enhancement Works Completion Date or such other dates agreed in writing with the Council

"Owner"

means the Owner and / or Owners and their respective successors in title to the Site

"Planning Permission"

means planning permission for the development of the Site numbered F/25/98836

"Services"

means foul, surface, storm and portable water, soil, effluent, gas, fuel, oil, electricity, telephone signals, television, electronic mail, data and information communications and other services

"Site"	means the land described in Schedule One
"Site Plan"	means the plan showing the Site annexed hereto and labelled Location Plan
"VAT"	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax
"Working Day"	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England OR Wales.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever 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 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.

- 1.8 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.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written excludes faxes and e-mail.
- 1.11 A reference to this deed or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 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.

Statutory Provisions

2. This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and in consideration of the covenants contained in this Deed

3. The obligations by the Owner in this Deed are deemed to be planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority.

Conditionality

4. The covenants in Schedule Two and Clause 4 of this deed are conditional on the grant and issue of the Planning Permission.

Council Covenant

5. The Council covenants to use the BNG Monitoring Contribution for no other purpose than the purpose of monitoring implementation and ongoing compliance of the HMMP on the BNG Area and this Deed.

Successors in title

6. The Owner for themselves and their respective successors in title hereby covenant with the Council, with the intent of binding the Site so that such covenants shall be enforceable against successors in title and any person claiming through or under them to observe the restrictions and to perform the obligations contained in Schedule Two to Schedule Three inclusive

Release

7. No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Site, except in respect of any breach subsisting prior to parting with such interest.

Reasonableness

8. The parties hereby agree that where under the terms of this Deed the consent or approval or confirmation of the Council or its officers is required then such consent

or approval or confirmation shall not be unreasonably withheld or delayed and the parties shall use their respective reasonable endeavours to raise and answer any queries arising from submission for consents or approvals or confirmations as promptly as reasonably practicable to enable the Council to make the relevant decision on an informed basis

Local land charge

9. This Deed is a local land charge and will be registered as such

Section 73 permission

10. If a variation pursuant to Section 73 of the Town and Country Planning Act 1990 (a 'Section 73 Permission') is granted by the Council in relation to the Development then with effect from the date that such permission is granted the definitions and the obligations in this Deed shall in addition to continuing to bind the Site in respect of the Outline Planning Permission relate to and bind all subsequent Section 73 Permissions and the Site itself without any further act by the parties PROVIDED THAT nothing in this clause shall:

10.1 Restrict the ability of the Owner to request a variation to the terms of this Deed in connection with the grant of any Section 73 Permissions (which request the Council shall consider in light of all the circumstances); or

10.2 Fetter the discretion of the council in determining:

10.2.1 Any application(s) under section 73 of the Act; or

10.2.2 The appropriate nature and/ or quantum of section 106 obligations insofar as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to section 106 of the Act or a modification agreement pursuant to section 106A of the Act.

Disputes

11 Save in respect of any provision requiring any disagreement or dispute between the parties to be referred to arbitration, if any dispute or difference shall arise between the parties then the following provisions shall apply

11.1 the dispute or difference may on written notice by any party at any time and served on the other parts (the "Determination Notice") be referred to and determined by an independent person (the "Independent Person") who shall have been qualified in respect of the general subject matter of the dispute or difference for not less than ten (10) years and who shall be a specialist in relation to such subject matter

11.2 the Independent Person shall be appointed by agreement between the relevant parties (if within 10 working days after service of the Determination Notice they have been unable to agree) on the application of any relevant party by the President for the time being of the Law Society or his or her duly appointed deputy or any other person authorised by him or her to make appointments on his or her behalf

11.3 the Independent Person to be appointed under this Clause shall act as an expert and the following provisions shall have effect:

11.3.1 the Independent Person shall act as an expert and not as an arbitrator and his or her decision shall be final and binding upon the parties to the dispute or disagreement (save in the case of manifest error)

11.3.2 the Independent person shall consider (inter alia) any written representations made on behalf of any party (if made reasonably promptly) but shall not be bound by them

11.3.3 the parties to the dispute or disagreement shall use all reasonable endeavours to procure that the Independent Person shall give his or her decision as speedily as possible;

11.3.4 the cost of appointing the Independent Person and his or her costs and disbursements in connection with his or her duties under this agreement shall be shared between the parties to the dispute or disagreement in such proportions as the Independent Person shall determine, or in the absence of such determination equally between such parties; and

11.3.5 if the Independent Person shall be or become unable or unwilling to act then the above procedure for the appointment of an expert may be repeated as often as necessary until a decision is obtained

Interest on late payment

12 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 judgement). Such interest shall accrue on a daily basis for the period from the due date and including the date of payment.

Expenditure in advance by Council

13 If prior to receipt of any contributions payable pursuant to the terms of this Deed the Council incurs any expenditure in providing facilities to which it was intended to apply any such contribution (or in consequence of arranging the provision thereof) by the letting of a contract or otherwise including any design costs whether in anticipation of or as a result of the Development then the Council may immediately following receipt of such contribution deduct therefrom a sum equivalent to such expenditure incurred and for the avoidance of doubt it is hereby further agreed that such a proportion of any such contribution shall not be the subject of any requirement to repay or account for it or any interest accrued thereon pursuant to the terms of this Deed and that such monies shall be and remain the property of the Council and shall not be bound by the terms of this

Deed. For the further avoidance of doubt any such expenditure shall not result in an increase of the contributions identified in this Deed.

No fetter of discretion

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

Waiver

- 15 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.

Future permissions

- 16 Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.
- 17 The parties agree that:
- 17.1 Nothing in this Deed constitutes a planning permission or an obligation to grant planning permission; and
 - 17.2 Nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

Third party rights

- 18 Any person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term under this Deed

Ownership

- 19 The Owner agrees with the Council to give the Council immediate written notice of any change of ownership of any of its interest in the Site before all the obligations under this Deed have been discharged by the Council and such notice shall give details of the transferees full name and registered office (if a company or usual address if not) together with the area of the Site acquired by the transferee by reference to a plan.
- 20 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Site.

Cancellation of entries

- 21 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.
- 22 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined for any other reason (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

VAT

- 23 Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this deed is exclusive of VAT (if any).
- 24 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this deed, the party making the payment shall pay the

other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice

Governing law

25 This Deed is to be governed by and interpreted in accordance with the law of England and is enforceable in the Courts of England and Wales.

INDEX OF SCHEDULES

Schedule One	Description
Schedule Two	BNG

SCHEDULE ONE
(Description of Site)

The freehold land at Inwood Cottage, Winchester Road, Upham, Southampton SO32 1HH shown for the purpose of identification only edged red on the Site Plan and registered at HM Land Registry with freehold title absolute under Title Number HP238951

SCHEDULE TWO

(BNG)

The Owner covenants with the Council as follows:

1. to pay the Biodiversity Gain Land Monitoring Contribution to the Council within 10 Working Days of the BNG Commencement Date;
2. to carry out the Habitat Creation and Enhancement Works to the BNG Area in accordance with the HMMP;
3. complete the Habitat Creation and Enhancement Works no later than [3] months from the BNG Commencement Date;
4. within 5 Working Days of the Habitat Creation and Enhancement Works Completion Date, notify the Council in writing of that date;
5. to maintain the BNG Area in accordance with the HMMP for a period of 30 years from the Habitat Creation and Enhancement Works Completion Date;
6. to submit a Monitoring Report to the Council within 10 Working Days of each Monitoring Report Date.
7. Following receipt by the Council of a Monitoring Report, if the Council (acting reasonably) considers that the Owner is not complying with the HMMP, the Council shall notify the Owner, giving reasons for its decision.

8. Within 20 working days from receipt by the Owner of a notice from the Council pursuant to paragraph 7 above that the BNG Area is not being maintained in accordance with the HMMP, the Owner shall provide to the Council for approval (such approval not to be unreasonably withheld or delayed) a draft proposal in writing setting out the Remedial Steps and a timetable for the implementation of those Remedial Steps.
9. As soon as reasonably practicable following approval by the Council of a proposal referred to in paragraph 8 above, the Owner shall implement the Remedial Steps in accordance with that approved proposal.

In Witness whereof the parties hereto have today executed and delivered this agreement as a Deed

EXECUTED as a DEED by affixing
THE COMMON SEAL of EASTLEIGH
BOROUGH COUNCIL in the
presence of:



)
)
Authorised Signatory

SIGNED as a DEED by



RUPERT LLEWELYN HULME

in the presence of:-

Witness Signature



Name



Address



Occupation

Book keeper

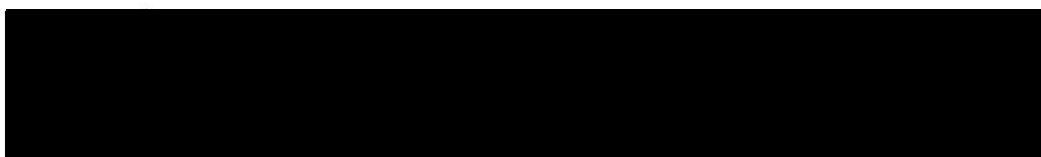
SIGNED as a DEED by



NATASHA MADELINE HULME

in the presence of:-

Witness Signature



Name

Address

Occupation

Book keeper

